



City of Pinellas Park

City Council

Agenda

Thursday, May 10, 2018

6:00 PM

City Council Chambers

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

PROCLAMATION

PUBLIC COMMENT AND CORRESPONDENCE

CITIZENS COMMENTS ARE INVITED ON ITEMS OR CONCERNS NOT ALREADY SCHEDULED ON TONIGHT'S AGENDA. PLEASE LIMIT COMMENTS TO THREE MINUTES.

AT THIS TIME STAFF MEMBERS AND CITIZENS WILL BE SWORN IN IF THERE ARE ITEMS THAT ARE QUASI-JUDICIAL

II. APPROVAL OF MINUTES

Approval of Regular Council Minutes of April 26, 2018, as on file in the City Clerk's office.

III. PUBLIC HEARINGS

- P1 CONSIDERATION OF A REQUEST TO ESTABLISH A CONDITIONAL USE FOR A DRIVE-THRU RESTAURANT IN THE "GO" GENERAL OFFICE ZONING DISTRICT WITH VARIANCES AND WAIVERS TO THE FOLLOWING: REDUCE REQUIRED PARKING FROM 10 SPACES TO 9 SPACES, REDUCE THE DEPTH OF PARKING SPACES FROM 18 FEET TO 17 FEET, REDUCE THE TERMINAL ISLAND WIDTH FROM 5 FEET TO 3 FEET AND TO WAIVE THE STREETScape BUFFER REQUIREMENTS ALONG ULMERTON ROAD. (CU 2018-3/BOA 2018-8/MS 2018-8, T3 Properties, LLC)**

PUBLIC HEARING FIRST AND FINAL READING (Quasi-Judicial)

(Speaker - Danny Taylor, Planning & Zoning Director)

NOTE: This is a request to establish a Conditional Use for a drive-thru restaurant on a parcel generally located south of Ulmerton Road and west of 49th Street in the "GO" General Office Zoning District. In addition, the applicant requests a variance to reduce required parking from 10 to 9 spaces, reduce the depth of parking spaces from 18 feet to 17 feet, reduce the terminal island width from 5 feet to 3 feet, reduce the Conditional Use side yard setback from 30 feet to 15 feet and waive the entire streetscape buffer requirement. This parcel has been established as a parcel for stormwater retention for the Turtle Creek Subdivision and will, at minimum, be subject to approval by the Southwest Florida Water

Management District for modifications to the existing containment design. On April 5, 2018, the Planning and Zoning Commission recommended DENIAL of these requests.

ACTION: (Approve - Deny) After review of the Conditional Use criteria of Section 18-1531.6, the requirements for "Restaurants, Drive-in/Drive-thru" in Section 18-1531.10, the criteria for waivers to Conditional Use requirements in Section 18-1531.7, the criteria for variances in Section 18-1537.2, and the criteria for landscape waivers in Section 18-1533.22, I move to APPROVE/DENY Case No. CU 2018-3, BOA 2018-8, MS 2018-8 on a parcel generally located south of Ulmerton Road, west of 49th Street, and more particularly described in the legal description in Exhibit A; subject to the following conditions:

1. Prior to the issuance of a Certificate of Occupancy, contribution to the City's Tree Bank must be made equivalent to 2 intermediate trees and 22 hedges.
2. Prior to the issuance of a Building Permit, a Southwest Florida Water Management District permit must be approved for the retention system on the subject parcel.
3. The developer must provide an agreement to the City, in recordable form Running with the Land and binding upon all successors in title and interest, approved by the City Attorney, that the developer, now and in the future, would agree to maintain the retention areas currently owned by the developer, and with a Unity of Title between the two parcels now comprising the retention pond area.

Department: Community Development

Reference Material: [CU 2018-3 BOA 2018-8 MS 2018-8 backup](#)

P2 CONSIDERATION OF A REQUEST TO ESTABLISH TWO CONDITIONAL USES ON ONE PROPERTY FOR HEIGHT - BUILDINGS AND STRUCTURES OVER 40 FEET TO A MAXIMUM OF 55 FEET AND "STORAGE OF FLAMMABLE LIQUIDS ABOVE GROUND IN EXCESS OF 1,000 GALLONS"; ALSO A REDUCTION TO THE CONDITIONAL USE REQUIREMENT FOR A MINIMUM TANK SETBACK FROM 500 FEET TO 300 FEET TO ANY RESIDENTIAL DISTRICT. (CU 2018-5/CU 2018-6/MS 2018-13, Madico, Inc.)

PUBLIC HEARING FIRST AND FINAL READING (Quasi-Judicial)

(Speaker - Danny Taylor, Planning & Zoning Director)

NOTE: This is a request to establish two Conditional Uses on the property generally located at 9251 Belcher Road. The first Conditional Use is the increased height in the "M-1" Light Industrial Zoning District from 40 feet to 55 feet in order to install large mechanical equipment on top of the existing building. The second Conditional Use is to store flammable liquid tanks over 1,000 gallons above ground as an accessory to the manufacturing business that will operate inside the existing building. The applicant has also requested a waiver to the Conditional Use requirement for the flammable liquid tanks to be installed approximately 300 feet from the residential district rather than the required 500 feet. The

applicant has asserted that all improvements will meet the FL Building Code and FL Fire Prevention Code. As such, during permit review, the tanks and all other improvements will be required to meet these State-wide Codes. On April 5, 2018, the Planning and Zoning Commission recommended approval of Case Numbers CU 2018-5 and CU 2018-6, subject to the following conditions:

1. This site is limited to four (4) flammable liquid tanks over 1,000 gallons, not to exceed 40,000 gallons.
2. Allowable building height will not exceed 55 feet.

In addition, the Commission recommended denial of Case No. MS 2018-13 as they determined that the 500 foot separation requirement should be upheld.

ACTION: (Approve - Deny) After review of the Conditional Use criteria of Section 18-1531.6, the requirements for "Storage of Flammable Liquids Above Ground in Excess of One Thousand (1,000) Gallons " and "Height-Buildings and Structures Over Fifty (50) Feet in the B-1 District and Forty (40) Feet in Other Districts except "TC" Town Center District" in Section 18-1531.10 and the criteria for Conditional Use waivers in Section 18-1531.7, I move to APPROVE/DENY Case No. CU 2018-5/CU 2018-6/MS 2018-13 on a parcel generally located at 9251 Belcher Road, subject to the following conditions:

1. The flammable liquid tanks over 1,000 gallons may be installed as shown on the site plan in Exhibit B, no less than 300 feet away from any residential zoning district.
2. This site is limited to four (4) flammable liquid tanks over 1,000 gallons, not to exceed 40,000 gallons.
3. Allowable building height will not exceed 55 feet.

In the event that City Council wishes to follow the Planning and Zoning Commission's recommendation, Zoning staff has prepared an alternate motion as follows:

After review of the Conditional Use criteria of Section 18-1531.6, the requirements for "Storage of Flammable Liquids Above Ground in Excess of One Thousand (1,000) Gallons " and "Height-Buildings and Structures Over Fifty (50) Feet in the B-1 District and Forty (40) Feet in Other Districts except "TC" Town Center District" in Section 18-1531.10 and the criteria for Conditional Use waivers in Section 18-1531.7, I move to APPROVE Case No. CU 2018-5/CU 2018-6 on a parcel generally located at 9251 Belcher Road, subject to the following conditions:

1. This site is limited to four (4) flammable liquid tanks over 1,000 gallons, not to exceed 40,000 gallons.
2. Allowable building height will not exceed 55 feet.

In addition, I move to DENY Case No. MS 2018-13 and require the 500 foot minimum tank setback from residential zoning be upheld.

Department: Community Development

Reference Material: [CU 2018-5 CU 2018-6 MS 2018-13 Backup](#)

- P3 **AUTHORIZATION FOR THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT BETWEEN PINELLAS PARK HOSPITALITY, LLC AND THE CITY OF PINELLAS PARK FOR THE DEVELOPMENT OF A HAMPTON INN HOTEL WITH INCREASED DENSITY UP TO 50 UNITS PER ACRE, 0.45 FLOOR AREA RATIO AND A MAXIMUM 50 FEET IN HEIGHT ON A PARCEL GENERALLY LOCATED AT 3845 PARK BOULEVARD. (DA 2018-1, Pinellas Park Hospitality, LLC)**

PUBLIC HEARING FIRST AND FINAL READING (Quasi-Judicial)

(Speaker - Danny Taylor, Planning & Zoning Director)

NOTE: This is a request to authorize City Council to enter into an agreement with the applicant for a Development Agreement to develop a new 96-room hotel, requiring an increase in density from 40 rooms per acre to 45.6 rooms per acre. In addition, the agreement includes a variance to building height from 50 feet to 60 feet. The site plan attached is to be an exhibit and reference to this agreement. Site design may be altered in the future, provided the intent is unchanged and no additional waivers or variances are required. This revised Development Agreement is complete and all Code requirements have been met.

ACTION: (Approve - Deny) Development Agreement with Pinellas Park Hospitality, LLC for the development of a hotel on a parcel generally located at 3845 Park Boulevard.

Department: Community Development

Reference Material: [DA 2018-1 Backup](#)

IV. CONSENT AGENDA

- C1 **RESOLUTION NO. 18-09. CONSIDERATION OF A REQUEST FOR A MINOR AMENDMENT TO A PREVIOUSLY APPROVED "RPUD" RESIDENTIAL PLANNED UNIT DEVELOPMENT OVERLAY AND MASTER PLAN TO RECONFIGURE THE BUILDINGS AND REDUCING THE NUMBER OF STRUCTURES WHILE MAINTAINING THE NUMBER OF APPROVED DWELLING UNITS. (PUD 2017-4(R), Sandahl Trust)**

NOTE: Pursuant to Section 18-1529.12(B) of the Land Development Code, the applicant has requested a minor amendment to the PUD Master Plan, specifically reducing the number of residential structures (three) and combining the total number of approved units into one four story building on the property with elimination of the proposed club house and pool and replaced with tot lot, shuffle board, splash pad, covered picnic area and rest rooms. The changes included in this amendment qualify for

approval by City Council without a public hearing or public notice. Staff has comments regarding site design that could be remedied during final site plan review and confirms that the intent of the Master Plan has not changed.

ACTION: (Adopt - Deny) Resolution No. 18-09.

Department: Community Development

Reference Material: [PUD 2017-4\(R\) Backup](#)

C2 APPOINTMENT TO HEALTH IN ALL POLICIES PINELLAS ADVISORY COUNCIL

NOTE: At the April 18, 2018 Pinellas Advisory Council meeting, members of the Pinellas Advisory Council requested an Elected Official of Pinellas Park to be appointed to the Council. The Council agreed to hold quarterly meetings with the next meeting taking place in late June. The partnering agencies, Florida Health Department in Pinellas County, City of St. Petersburg, Pinellas County, and City of Pinellas Park, will rotate hosting the meetings with meeting times to be announced.

Membership on the Pinellas Advisory Council is ongoing for the duration of the three-year grant period. There are no term limits.

ACTION: (Approve - Deny) Appointment of _____ as the City's representative on the Health in All Policies Pinellas Advisory Council to serve for the duration of the three-year grant period.

Department: Community Development

C3 AUTHORIZATION FOR THE MAYOR TO SIGN A PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES - Pinellas County Cooperative Contract No. 156-0491-P(JA) - Ceres Environmental Services, Inc.

NOTE: This authorizes the Mayor to sign a Participant Agreement dated August 7, 2017, between the City of Pinellas Park and Ceres Environmental Services, Inc. (6968 Professional Parkway East., Sarasota, FL 34240) for disaster debris collection & removal services. This firm will provide disaster recovery and debris removal services should a natural disaster occur. These services will be charged to the appropriate account.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Participant Agreement with Ceres Environmental Services, Inc. for disaster debris collection & removal services. The participant agreement period will be from August 7, 2017 through December 31, 2023, and the services will be charged to the appropriate account.

Department: Public Works

Reference Material: [Ceres Agenda](#)

C4 AUTHORIZATION FOR THE MAYOR TO SIGN A PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES - Pinellas County Cooperative Contract No. 156-0491-P(JA) - D & J Enterprises, Inc.

NOTE: This authorizes the Mayor to sign a Participant Agreement dated August 7, 2017, between the City of Pinellas Park and D & J Enterprises, Inc. (3495 Lee Road 10, Auburn, AL 36832) for disaster debris collection & removal services. This firm will provide disaster recovery and debris removal services should a natural disaster occur. These services will be charged to the appropriate account.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Participant Agreement with D & J Enterprises, Inc. for disaster debris collection & removal services. The participant agreement period will be from August 7, 2017 through December 31, 2023, and the services will be charged to the appropriate account.

Department: Public Works

Reference Material: [dj council agenda](#)

C5 AUTHORIZATION FOR THE MAYOR TO SIGN A PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES - Pinellas County Cooperative Contract No. 156-0491-P(JA) - Phillips and Jordan, Inc.

NOTE: This authorizes the Mayor to sign a Participant Agreement dated August 7, 2017, between the City of Pinellas Park and Phillips and Jordan, Inc. (10201 Parkside Drive, Suite 300, Knoxville, TN 37922) for disaster debris collection & removal services. This firm will provide disaster recovery and debris removal services should a natural disaster occur. These services will be charged to the appropriate account.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Participant Agreement with Phillips and Jordan, Inc. for disaster debris collection & removal services. The participant agreement period will be from August 7, 2017 through December 31, 2023, and the services will be charged to the appropriate account.

Department: Public Works

Reference Material: [pj agenda](#)

C6 AUTHORIZATION FOR PURCHASE UNDER THE PINELLAS COUNTY CONTRACT #16-0397-CP City Hall Sidewalks - Suncoast Development of PC, Inc.

NOTE: This item is for the construction of sidewalks around the City Hall wetland area. The materials, delivery and installation will be provided by Suncoast Development of PC, Inc., (2340 Destiny Way, Odessa, FL 33566) who is currently under contract with Pinellas County. The total cost for this project will not exceed \$85,000.00 and will be charged to account 301781-562538, 18781/620-CONSTR. The amount budgeted for this project is \$100,000.00 (page 232 of FY 17-18 adopted budget).

ACTION: (Approve - Deny) Authorization to purchase under Pinellas County contract, 16-0397-CP, construction of sidewalks provided by Suncoast Development of PC, Inc. in the amount not to exceed, \$85,000.00 to be charged to account 301781-562538.

Department: Public Works

Reference Material: [City of Pinellas Park City Hall - 02.27.18](#)

C7 AUTHORIZATION TO PURCHASE UNDER NATIONAL JOINT POWERS ALLIANCE CONTRACT #2018-120716-NAF - One 2018 Ford 26 + 2 (ADA) Passenger Bus - For Leisure Services Department

NOTE: This 2018 Ford Passenger Bus will be used by the Leisure Services Department to transport children and seniors to and from recreation centers as well as field trips throughout the year.

ACTION: (Approve - Deny) Authorization to purchase under National Joint Powers Alliance Contract #2018-120716-NAF - 2018 Ford Passenger Bus for the Leisure Services Department from Alan Jay Chevrolet, Sebring, Florida, at a total cost of \$101,271.00 to be charged to the appropriate account.

Department: Public Works

Reference Material: [2018 Ford Passenger Bus quote backup](#)

C8 AWARD OF BID 18/005 - DESIGN/BUILD PERFORMING ARTS CENTER - Bandes Construction Company, Inc.

NOTE: Bids were legally advertised and bids were solicited on Demand Star and the City website. Four (4) bids were received with Bandes Construction Company, Inc. (1368 Spalding Road, Suite C, Dunedin, Florida 34698) being the highest ranked bidder with a bid submittal of \$523,050.00. The amount budgeted for this project is \$525,000.00.

ACTION: (Approve - Deny) Authorization to award Bid 18/005 Design/Build for Performing Arts Center to Bandes Construction Company, Inc., Dunedin, FL, in the amount of \$523,050.00 to be charged to the appropriate accounts.

Department: Public Works

Reference Material: bid tabulation, bid book available for review

V. REGULAR AGENDA

NONE

VI. COMMENTS BY COUNCIL MEMBERS AND QUESTIONS – COUNCIL TO COUNCIL

VII. ADJOURNMENT

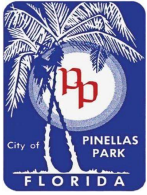
PLEASE NOTE that if a person decides to appeal any decision made by City Council with respect to any matter considered at the above-cited meeting, the person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City maintains a digital recording of all public hearings. In the event that you wish to appeal a decision, the digital recording may or may not adequately insure a verbatim record of the proceedings; therefore, you may wish to provide a court reporter at your own expense (Section 286.0105, Florida Statutes).

FOR THE HEARING IMPAIRED — An interpreter for the hearing impaired will be made available upon requests made at least 72 hours in advance.

MAY													
SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY	
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6		7		8		9		10		11		12	
				5:30 PM Council Workshop		Pancake Breakfast Senior Center		5:30 PM Agenda Session 6:00 PM Council Meeting					
13		14		15		16		17		18		19	
Mother's Day				Organ Concert City Auditorium									
20		21		22		23		24		25		26	
				5:30 PM Council Workshop CRA immediately following				Ascension Day (Eastern Orthodox) Ascension 5:30 PM Agenda Session 6:00 PM Council Meeting				Fourth Saturday Art Walk 1st Day of Ramadan	
27		28		29		30		31		APRIL		JUNE	
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		Brush Site Closed Memorial Day Ceremony Freedom Lake Park Memorial Day (obsvd) City Offices & Library Closed				Shavuot Begins							

JUNE

SUNDAY								MONDAY								TUESDAY								WEDNESDAY								THURSDAY								FRIDAY								SATURDAY							
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(Eastern Orthodox) Pentecost Whit Sunday (Pentecost)																5:30 PM Council Workshop																5:30 PM Agenda Session 6:00 PM Council Meeting																							
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US Conference of Mayors Eid-Al-Fitr								US Conference of Mayors																																															



City of Pinellas Park

Staff Report

File #: 18-426, Version: 1

Agenda Date: 5/10/2018

CONSIDERATION OF A REQUEST TO ESTABLISH A CONDITIONAL USE FOR A DRIVE-THRU RESTAURANT IN THE "GO" GENERAL OFFICE ZONING DISTRICT WITH VARIANCES AND WAIVERS TO THE FOLLOWING: REDUCE REQUIRED PARKING FROM 10 SPACES TO 9 SPACES, REDUCE THE DEPTH OF PARKING SPACES FROM 18 FEET TO 17 FEET, REDUCE THE TERMINAL ISLAND WIDTH FROM 5 FEET TO 3 FEET AND TO WAIVE THE STREETSCAPE BUFFER REQUIREMENTS ALONG ULMERTON ROAD. (CU 2018-3/BOA 2018-8/MS 2018-8, T3 Properties, LLC)

PUBLIC HEARING FIRST AND FINAL READING (Quasi-Judicial)

(Speaker - Danny Taylor, Planning & Zoning Director)

NOTE: This is a request to establish a Conditional Use for a drive-thru restaurant on a parcel generally located south of Ulmerton Road and west of 49th Street in the "GO" General Office Zoning District. In addition, the applicant requests a variance to reduce required parking from 10 to 9 spaces, reduce the depth of parking spaces from 18 feet to 17 feet, reduce the terminal island width from 5 feet to 3 feet, reduce the Conditional Use side yard setback from 30 feet to 15 feet and waive the entire streetscape buffer requirement. This parcel has been established as a parcel for stormwater retention for the Turtle Creek Subdivision and will, at minimum, be subject to approval by the Southwest Florida Water Management District for modifications to the existing containment design. On April 5, 2018, the Planning and Zoning Commission recommended DENIAL of these requests.

ACTION: (Approve - Deny) After review of the Conditional Use criteria of Section 18-1531.6, the requirements for "Restaurants, Drive-in/Drive-thru" in Section 18-1531.10, the criteria for waivers to Conditional Use requirements in Section 18.1531.7, the criteria for variances in Section 18-1537.2, and the criteria for landscape waivers in Section 18-1533.22, I move to APPROVE/DENY Case No. CU 2018-3, BOA 2018-8, MS 2018-8 on a parcel generally located south of Ulmerton Road, west of 49th Street, and more particularly described in the legal description in Exhibit A; subject to the following conditions:

1. Prior to the issuance of a Certificate of Occupancy, contribution to the City's Tree Bank must be made equivalent to 2 intermediate trees and 22 hedges.
2. Prior to the issuance of a Building Permit, a Southwest Florida Water Management District permit must be approved for the retention system on the subject parcel.
3. The developer must provide an agreement to the City, in recordable form Running with the Land and binding upon all successors in title and interest, approved by the City Attorney, that the developer, now and in the future, would agree to maintain the retention areas currently owned by the developer, and with a Unity of Title between the two parcels now comprising the retention pond area.

Brian Sykes – 4600 W Cypress Street Suite 130. I have been sworn. This was previously a mobile home park over the last 6 months. My clients look forward to putting in a nice limited service hotel.

Mr. Madden - On the site plan, it appears now that you have reserved the potential for expansion of 78th avenue right of way, but I see you have now put landscaping in that area which may be a problem. Is there something we can do to require some kind of less prominent landscaping?

Ms. Weaver – They can accommodate the landscaping behind that reservation by installing it further back. I think in this case they'd have enough space for it.

Mr. Sykes – We have amended the Development Agreement on staff's recommendation on section 10 we included a reservation of 5 feet of right of way.

OPPONENTS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. Madden and **SECONDED** by Mr. Long to **RECOMMEND APPROVAL** of case no. DA 2018-1.

ROLL CALL VOTE

Aye: Braitling, Long, Kapadia, Bommattei, Shelley, Madden

Nay:

MOTION CARRIED UNANIMOUS VOTE

PUBLIC HEARING OPENED

3. CASE NO.: CU 2018-3/ BOA 2018-8/ MS 2018-8 (Quasi-Judicial)

REQUEST: Consideration of a request to establish a Conditional Use for a drive-thru restaurant in the "GO" General Office Zoning District with variances and waivers to the following: reduce required parking from 10 spaces to 9 spaces, reduce the depth of parking spaces from 18 feet to 17 feet, reduce the terminal island width from 5 feet to 3 feet, reduce the conditional use side yard setback from 30 feet to 15 feet and to waive the entire streetscape buffer requirements along Ulmerton Road.

LOCATION: South of Ulmerton Road, West of 49th St

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the staff report into the official record.

QUESTIONS FOR STAFF

Mr. Kapadia – Is the 24 foot concrete drive a private or public access?

Ms. Weaver - That is part of this property, but there is an ingress/egress easement over that for multiple properties to provide access.

Ms. Braitling - Do we have any information about the specifics of the traffic problem that was noted by police in the staff report?

Ms. Weaver - There is no data for that. They just brought it up at a pre-development conference as a concern on Ulmerton Road.

Mr. Kapadia – I noticed there is a storm water inlet within about 10 feet from the corner on each side of the driveway. How would that impact the development?

Ms. Weaver - That has not been addressed, it would have to be re-evaluated by SWFWMD because that would be who grants the permit. So, it would come up in permitting.

Ms. Braitling - I wasn't aware that you could get waivers to the size of parking spaces, can you get waivers for anything in the code?

Discussion on types of variances that can be requested and additional clarification on the variance to parking dimension.

PROONENTS

Robert Root - I have been sworn. 12299 90th Avenue Seminole fl. As far as the parking variance, vehicles used to be larger and needed more space. At the present time, however, vehicles are getting smaller. Not sure what else I can comment on, but I am glad to answer any questions.

OPONENTS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. Madden and **SECONDED** by Ms. Braitling to **RECOMMEND DENIAL** of case no. CU 2018-3/ BOA 2018-8/ MS 2018-8 for the following reasons:

1. Safety concerns of traffic entering from Ulmerton Road and parking.
2. Too many waivers and variances requested on limited land area.

ROLL CALL VOTE

Aye: Madden, Shelley, Kapadia, Braitling,
Nay: Long, Bommattei

MOTION CARRIED MAJORITY VOTE

NEW BUSINESS

=====ZONING DIVISION=====

Case Number: CU 2018-3/BOA 2018-8/MS 2018-8

Owner: Robert Root, T3 Properties, LLC

P&Z Hearing: April 5, 2018

Agent: Housh Ghovaei, Northside Engineering, Inc.

CC Hearing: May 10, 2018

I. GENERAL INFORMATION

A. Request:

Consideration of a request to establish a Conditional Use for a drive-thru restaurant in the "GO" General Office Zoning District with variances and waivers to the following: reduce required parking from 10 spaces to 9 spaces, reduce the depth of parking spaces from 18 feet to 17 feet, reduce the terminal island width from 5 feet to 3 feet, reduce the conditional use side yard setback from 30 feet to 15 feet and to waive the entire streetscape buffer requirements along Ulmerton Road.

B. Proposed use: Drive-thru restaurant

C. Location: South of Ulmerton Road, west of 49th Street

D. Site Area: 3.5 acres (MOL)

E. Land Use Designation: Commercial General (CG)
Industrial Limited (IL)

Zoning Classification: "GO" General Office
"M-1" Light Industrial

F. Public Notification: March 16, 2018

G. Legal Advertising: March 16, 2018

H. Legal Description: See "Exhibit A"

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

The subject property was declared a Drainage Easement for the "Turtle Creek Property" on January 29, 1986 by Official Record Book 6161, Page 641. This parcel was developed as "stormwater drainage, retention and detention system" for multiple surrounding parcels included in the entire Turtle Creek Property. Over time, the Turtle Creek Property Owners' Association defaulted on the taxes of this property and a portion was sold on a tax deed sale to Mr. Robert Root on March 24, 2005. On July 29, 2009, Mr. Root transferred the property to T3 Properties, LLC of which he is the primary representative. The west portion of the drainage system defaulted to the City of Pinellas Park and was sold to Mr. Root on December 11, 2014 in order to keep the entire drainage system under one ownership. Staff review revealed that the entire property is encumbered by easements including drainage and access. Documentation was reviewed with the City Attorney's office which resulted in recommendations as written in the letter attached.

B. Site Characteristics:

The proposed project area is located within a 3.5 acre (MOL) parcel with a large retention pond system that runs into the 1.69 acre (MOL) parcel to the west. These two parcels should be unified by a Unity of Title during permitting. There is approximately 65 feet of frontage on Ulmerton Road and an access road easement that runs along the east side of the property.

C. Vicinity Characteristics:

AREA	LAND USE PLAN MAP	ZONING	EXISTING CONDITIONS
NORTH	IL	City of Largo zoning	NAPA Auto Parts
SOUTH	IL	M-1	Turtle Creek Industrial/Office Park
EAST	CG	GO and B-1	Marriott Residence Inn
WEST	IL (County)	M-1 (County)	Everglades Equipment

D. Essential Services Summary:

Assistant City Manager/Community Dev. Admin: No objection

Interim Zoning Director: No objection

Building Director:	No objection
Police Department:	<i>Will cause traffic issues as explained to applicant in pre-development conference.</i>
Army Reserve Medical Command:	Not received
FDOT:	Not received
Life Safety Management:	<i>No objection to the request. There will be issues with development to comply with the FL Fire Prevention Code.</i>
Community Planning Dir:	No objection
<u>Public Works Division:</u>	
Administrator:	No objection
Construction Services:	<i>Unify two pond parcels. Entire pond is under one SWFWMD permit and will require modification.</i>
Utilities:	<i>Contact Pinellas County Utilities for your water and sanitary sewer needs.</i>
Transportation & Stormwater:	No objection
PPWMD:	Not received

III. Section 18-1531.6 CONDITIONAL USE REVIEW CRITERIA

- (A) In granting an application for conditional use, the City shall find that such approval will not adversely affect the public interest, and shall consider the compatibility criteria listed in Paragraph (C), below, in their decision.
- (B) In evaluating an application for conditional use, the presence of non-conforming uses or buildings, substandard property maintenance, or substandard conditions in the neighborhood shall not be used to justify the granting of a conditional use. Additionally, the cumulative impact of the proposed use in proximity to a similar existing use shall be considered, as such the scale, placement, orientation, design, appearance, and intensity of the conditional use

and improvements to be associated with the conditional use, as applicable.

(C) Compatibility Review Criteria

1. Whether the use and its proposed scale will be inconsistent with the established character of the immediate neighborhood, to the extent that such character is consistent with the Comprehensive Plan and the provisions of the applicable zoning district(s).

Analysis: A drive thru restaurant could be consistent with the established character of this immediate neighborhood with other surrounding uses such as hotels, industrial complexes and office parks.

2. Whether the use will diminish the use or enjoyment of other properties and living or working conditions in the neighborhood.

Analysis: A drive-thru restaurant should not diminish the use or enjoyment of surrounding properties as Ulmerton Road is an appropriate right-of-way for high traffic commercial development.

3. Whether the use will impede the normal and orderly development and improvement of surrounding properties for uses permitted in their respective zoning districts and in a manner consistent with the Comprehensive Plan.

Analysis: If the Southwest Florida Water Management District allows for a modification to the permit on the property with engineering of the stormwater system, the development of a drive-thru restaurant should not impede the normal improvements or redevelopment of surrounding properties.

4. Whether the establishment, maintenance or operation of the use will be detrimental to, or endanger the public health, safety, comfort or general welfare as a result of hours of operation, arrangement of uses on the site, noise, vibration, emission or pollutant, glare, odor, dust, traffic congestion, attractive nuisance, or other condition.

Analysis: The use of a drive-thru restaurant on this property should not present any detrimental impacts to surrounding neighbors. Lights, noise and traffic consistent with this type of use could be unremarkable in this area.

5. Whether the land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations and expansion thereof.

Analysis: The minimum lot area requirement for a drive-thru restaurant is 15,000 square feet. This proposed parcel is approximately 152,460 square feet; therefore, it could be ascertained

that the land area is sufficient, appropriate, and adequate for the use and it's reasonably anticipated operations.

6. Whether the use and associated improvements will adversely affect a known archaeological, historical, cultural, or landscape resource.

Analysis: There are no known archaeological, historical, cultural, or landscape resources that will be adversely affected at this property.

7. Whether the particular traffic generation characteristics of the proposed use, including the type of vehicular traffic associated with such uses is compatible with the traffic generation characteristics of other uses permitted in the zoning district(s) applicable to the neighborhood.

Analysis: Trip generation anticipated by the proposed use are as follows:

BY PREVIOUS USE (vacant):
0 trips
BY PROPOSED USE (drive thru restaurant):
496 trips/1,000 SF x 1,000 SF = 496 trips per day

IV. SECTION 18-1531.10 LIST OF CONDITIONAL USES AND REQUIREMENTS

There are five (5) special requirements for "Restaurants, Drive-In/Drive Thru" listed in the Land Development Code. These special requirements and an analysis of whether or not the request meets the criteria are as follows:

- (A) Review by the Planning and Zoning Commission and approval by City Council.

Analysis: This staff report contains an analysis of the submitted site plan for review by the Planning and Zoning Commission and decision by City Council.

- (B) Minimum lot area of fifteen thousand (15,000) square feet.

Analysis: This requirement shall be met as the lot is approximately 152,460 square feet (3.5 acres MOL).

- (C) Frontage on an arterial or arterial frontage street. Access plans shall be approved by the Traffic Division Director.

Analysis: This requirement shall be met with frontage on Ulmerton Road, which is a Florida Department of Transportation right-of-way. There were no objections from the City's Transportation and Stormwater Director and the change in use will be reviewed by FDOT at

time of permitting.

- (D) Minimum setback of thirty (30) feet to any side property line, or twenty-five (25) feet to any rear property line.

Analysis: The applicant has requested a waiver to this requirement to the side property line. See Section V below for analysis.

- (E) The operation of the drive-in/drive-thru facility when abutting or functionally abutting a residential zoning district shall be limited to the period from 7:00 a.m. to 11:00 p.m.

Analysis: These hours of operation shall be met.

V. SECTION 18-1531.7. – WAIVER TO CONDITIONAL USE REQUIREMENTS

WAIVERS. The City may waive one (1) or more of the requirements of Section 18-1531.10, "List of Conditional Uses and Requirements", that are specific to any given conditional use application, or application to modify an existing conditional use approval, upon finding that the requirement(s) are not necessary to ensure the compatibility and appropriateness of the use at the given location, and upon making the findings listed below.

In determining whether such special requirements should be wholly or partially waived, the City shall consider the following criteria:

1. The purpose of the requirement is otherwise fully achieved, or more important purposes of this Article or the Comprehensive Plan will be served thereby, or the requirement serves no valid public purpose in the particular case;
2. The waiver is consistent with the statement of intent of the applicable zoning district and this Section;
3. The waiver will not adversely impact the public interest or adjacent property, and the applicant has demonstrated that all necessary alternative measures shall be taken to prevent any such impact;
4. The waiver is not discriminatory, considering similar situations in the general area and in past decisions under this Article.

Analysis: The applicant has requested a waiver to reduce the Conditional Use requirement for the west side yard setback to be 30 feet to allow 15 feet. A normal side yard setback requirement in the "GO" General Office Zoning District is 5 feet. The additional setback requirement is for drive-thru restaurant uses only. The abutting property to the west is a industrial use and should not be negatively impacted by this reduced setback.

VI. SECTION 18-1537.2 VARIANCE REVIEW CRITERIA (BOA 2018-8)

Variances from the terms of this Ordinance shall not be granted by the Community Redevelopment

Agency sitting as the Board of Adjustment unless and until a written application for the variances is submitted demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, buildings or structures in the same district.
2. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance.
3. That the special conditions and circumstances do not result from the actions of the applicant.
4. That granting the variances requested will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures or buildings in the same district.
5. The City Council shall further make a finding that the reasons set forth in the application justify the granting of the variances, and that the variances are the minimum variances that will make possible the reasonable use of the land, building or structure.
6. The City Council shall further make a finding that the granting of the variances will be in harmony with the general purpose and intent of this Ordinance, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

(A) Variance to reduce required parking from 10 spaces to 9 spaces.

Analysis: A drive-thru restaurant requires 1 parking space per 100 square feet of building area or 1 space per 3 seats, whichever is greater. Since we do not know the proposed floor plan at this time, the City would assess required parking to be 10 spaces. The site plan proposes 9 spaces. A reduction of 10% or less can typically be approved administratively but is being included in this report as approvals are required.

(B) Variance to reduce the required depth of parking spaces from 18 feet to 17 feet.

Analysis: Per the City's Land Development Code, parking spaces are required to be 9 feet wide and 18 feet deep. The applicant has proposed 17 foot deep parking stalls in order to meet the 24 foot wide two-way drive aisle requirement.

VII. SECTION 18-1533.22 LANDSCAPE WAIVERS (MS 2018-8)

In any case where the strict application of the requirements of this Section present an undue hardship, the City Council, or the Community Redevelopment Agency (for lots located within the Community

Redevelopment Area) may waive one (1) or more of the requirements imposed under this Section. An application for a landscape waiver shall be submitted to the Zoning Director, and shall include a letter of explanation of the circumstances necessitating the waiver. A site plan of the property identifying existing landscaping, as well as any proposed required landscaping, shall be submitted with applicable fees.

In determining whether any requirements of this Section should be waived, the City Council or Community Redevelopment Agency, as applicable, shall consider the following criteria:

1. Purpose of Requirement. Whether the purpose of the requirement is otherwise fully achieved, or more important purposes of this Ordinance, the Comprehensive Plan, or the Community Redevelopment Plan will be served thereby, or the requirement serves no valid public purpose in the particular case.
2. Public Interest, Adjacent Property. Whether the waiver will create an adverse impact; on the public interest or on the adjacent property, and whether all necessary alternative measures shall be taken by the applicant to prevent any such impact.
3. Property Size Configuration, Natural Feature. Whether the size, configuration, and/or natural features of the property involved present a hardship on the development of the property.
4. Surrounding Property. The size, character, configuration, zoning, natural features of and use of the surrounding property.
5. Hardship. Whether the need for the waiver is the result of a self-imposed hardship.

(A) Waiver to reduce the terminal island width from 5 feet to 3 feet.

Analysis: All rows of parking must be terminated with a 5 foot wide landscaped island on both ends. The proposed site plan depicts an odd shaped island on the north end that reduces to 3 feet in width but expands to 7 feet around an accessible path to the right-of-way. This ramp and path is required by the Florida Building Code. The island on the south end reduces to 4 feet in width to allow for a 10 foot wide escape lane adjacent to the south.

(B) Waiver to the entire streetscape buffer along Ulmerton Road.

Analysis: There is approximately 47 feet from the edge of Ulmerton Road to the front property line of the subject parcel. The proposed site plan does not provide any streetscape landscaping at the front property line so a waiver is requested to eliminate the 6 square feet per linear foot of frontage, 2 trees and 22 hedges. A condition of approval is recommended for the applicant to contribute to the Tree Bank in this amount.

VIII. DEVELOPMENT CONSIDERATIONS

1. Any signage will need to comply with Article 6 of the Land Development Code.

IX. MOTION

After review of the Conditional Use criteria of Section 18-1531.6, the requirements for "Restaurants, Drive-in/drive-thru" in Section 18-1531.10, the criteria for waivers to Conditional Use requirements in Section 18.1531.7, the criteria for variances in Section 18-1537.2, and the criteria for landscape waivers in Section 18-1533.22, I move to APPROVE/DENY Case No. CU 2018-3/BOA 2018-8/MS 2018-8 on a parcel generally located south of Ulmerton Road, west of 49th Street, and more particularly described in the legal description in Exhibit A; subject to the following conditions:

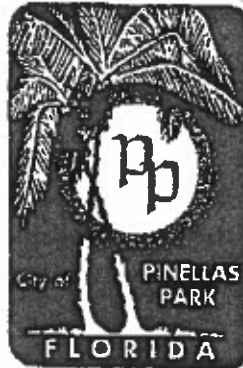
1. Prior to the issuance of a Certificate of Occupancy, contribution to the City's Tree Bank must be made equivalent to 2 intermediate trees and 22 hedges.
2. Prior to the issuance of a Building Permit, a Southwest Florida Water Management District permit must be approved for the retention system on the subject parcel.
3. The developer must provide an agreement to the City, in recordable form running with the land and binding upon all successors in title and interest, approved by the City Attorney, that the developer, now and in the future, would agree to maintain the retention areas currently owned by the developer, and with a Unity of Title between the two parcels now comprising the retention pond area.

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

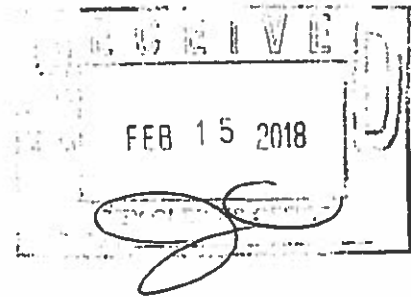


FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

February 14, 2018

Ms. Anna Weaver
Interim Zoning Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



RE: **City Document #18-23**
Turtle Creek Retention Pond Lots

Dear Ms. Weaver:

You have requested an opinion concerning whether the platted lot that is located in the Turtle Creek development area and utilized as a retention pond for that development, and on which the northern portion of such lot fronts Ulmerton Road, could be built upon for a drive-thru restaurant or other use.

Our understanding of the pertinent facts are as follows:

The retention pond was originally permitted by Pinellas County when the lands in question were in an unincorporated area of the County and at the time the development was commenced. The two lots in question comprise a lot that runs north/south, and another lot that is adjacent to the southwest. As part of the original development, such lots were committed for use as a retention pond. There are two easements that run down from Ulmerton Road over the north/south lot. The first is for drainage, and the second is for ingress/egress for the maintenance of the pond. We understand that these easements run in favor of all of the numerous other parcels that were part of the original development.

It is our understanding that the current owner of these lots acquired one of the lots via a tax deed sale, and acquired the other lot when it was vacated by the City of Pinellas Park, which had in some manner acquired title to the lot. We also understand that the current owner of these lots is a Limited Liability Company managed or owned by Mr. Robert Root. I have spoken with Mr. Root several times and he has brought in copies of all of his



PRINTED ON RECYCLED PAPER

Ms. Anna Weaver
February 14, 2018
Page 2

historical documents concerning these parcels, which supplement the documents provided by you.

I understand that Mr. Root has talked of possibly reconfiguring the retention pond area so that there will be some land on the northern portion of the north/south parcel that might be available for construction. It would appear that such action would be a lengthy and difficult undertaking by the developer. However, the developer might conceivably be able to reconfigure the retention ponds in order to provide some buildable area on the northern portion of the north/south lot if he were able to accomplish the following:

1. Obtain approval by SWFWMD of a reconfiguration of the retention pond such that no portion of the lot that is proposed to be built upon is needed for retention. Obviously, this would require somehow either enlarging or making deeper the retention pond to provide the retention required by SWFWMD. The plans for any such alteration of the retention pond would have to include filling in any portion of the lot to be built upon that is currently being utilized for retention, and those plans would need to be approved by SWFWMD. Getting all of this done through SWFWMD might be extremely problematic.
2. A replat of such parcel would need to be done to carve out any new lot on the north fronting Ulmerton Road on which the developer wishes to build.
3. An agreement would need to be provided to the City by the developer which would run with the new lot to be carved out, that the developer and the owner of that lot, now and in the future, would agree to maintain the retention area currently owned by the developer, with a Unity of Title between the new lot and the retention pond parcels.

Assuming all of the above was able to be done, there might be some possibility of a buildable lot existing, provided the lot meets all other dimensional and all other requirements of the Pinellas Park Land Development Regulations. If the lot did not meet all required dimensional provisions of the Land Development Regulations, it would be difficult for the developer to obtain a variance, as the reasons for such variance request would be self-generated by the applicant and for economic reasons. However, the applicant would always have the right to request any such variance. I do not understand at this time or see any way that the developer would be able to build anything over any portion of the lot that is now used or reconfigured for retention.

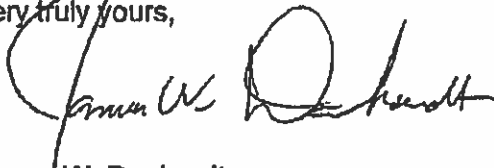
Also, depending upon the type of use being proposed, the developer might require other variances or conditional use approval.

Ms. Anna Weaver
February 14, 2018
Page 3

In summary, the opinion of this office is that the lot does not appear to be buildable for any use at this time. If certain actions were taken, and I do not intend that the list I enumerated above be exhaustive or representative of all actions that might need to be done by the developer, there might be a possibility of a buildable lot being constructed on the north portion of such property adjacent to Ulmerton Road. Even if there were a separate platted lot, it would have to comply with all dimensional requirements of the Pinellas Park Code before it became a buildable lot, and any possible development on the lot would have to comply with all other provisions of the Pinellas Park Land Development Regulations.

The opinion herein is being rendered solely in my capacity as City Attorney for the City of Pinellas Park, and is being rendered solely to the City of Pinellas Park and to you as the Interim Zoning Director. This opinion is not being rendered to and should not be relied upon by any third persons, including the current property owner or any future property owner, as any legal opinion representing the landowner's rights and responsibilities to build on the property, either now or in the future. The current property owner, Mr. Robert Root, has been advised that this office is certainly not serving as his attorney, and he has also been advised that if he has any legal questions concerning the use of his property, he should seek advice from an independent land use attorney.

Very truly yours,



James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Asst. City Manager

JWD/dh

City of Pinellas Park, Florida
APPLICATION FOR CONDITIONAL USE

FOR OFFICE USE ONLY

CASE # CU 2018-3 PZ MEETING: ~~3-18~~ CC/CRA MEETING: 3-12-18
PLAT SHEET: D-18 RELATED CASES: BOA 2018-8 RECEIPT NUMBER: 243090
ZONING DISTRICT: M-1/50 LAND USE DESIGNATION: IL DATE RECEIVED: 12/12/17

REQUEST AND PROPERTY INFORMATION

SPECIFIC REQUEST: Fray's Donuts House with Variance for Drive Through.

GENERAL LOCATION OF PROPERTY OR ADDRESS: 0 Ulmerton Road (5000 Block)
PROPERTY SIZE (Acreage / Square Feet): Over all 3,592 Acres/158,543 s.f.
CURRENT USE (Number and Type of Buildings): Vacant/Retention Pond/Access to Business Park in the Rear.
PARCEL NUMBER(S): 09-30-16-70992-1000-0500
LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____
OR METES AND BOUNDS DESCRIPTION (attach is lengthy): Please see attached Site Plan C0.1.

CONDITIONAL USE SPECIAL REQUIREMENTS

NUMBER OF CONDITIONS REQUIRED (SECTION 18-1531.10): Six (6) please see attached request.
HAVE ALL CONDITIONS BEEN MET? _____ YES _____ X _____ NO
LIST SPECIAL REQUIREMENT(S) REQUESTED TO BE WAIVED (ATTACH LETTER EXPLAINING REASON A WAIVER SHOULD BE GRANTED):
Please see attached Narrative Request.

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: T 3 Properties, LLC. (Robert Root) PHONE: (800) 843-5333
MAILING ADDRESS/CITY/ZIP: 12299 90th Avenue North, Seminole, Florida 33772
AUTHORIZED AGENT: Housh Ghovae, CEO for NEI PHONE: (727) 443-2869
MAILING ADDRESS/CITY/ZIP: Northside Engineering, Inc. 300 South Belcher Road, Clearwater, Florida 33765
OTHER REPRESENTATIVE: N/A PHONE: ()
MAILING ADDRESS/CITY/ZIP: _____

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

T3 Properties, LLC. (Robert Root)

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property:

ADDRESS OR GENERAL LOCATION:

0 Ulmerton Road (5000 Block)

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

See attached Site Plan

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

Fray's Donut House with Variance for Drive Through. The Land is Vacant/Retention Pond/Access to Business Park in the Rear.

3. That the undersigned (has/have) appointed and (does/do) appoint Robert Root as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

See attached Letter of Authorization

SIGNED (PROPERTY OWNER)


SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this December 6th, 2017

(Date)

By Housh Ghovae, CEO ~ Northside Engineering, Inc.

(Name of person acknowledging and title of position)



(SEAL ABOVE)

who is personally known to me or who has produced Drivers License

(Type of identification)

as identification and who did (did not) take an oath.

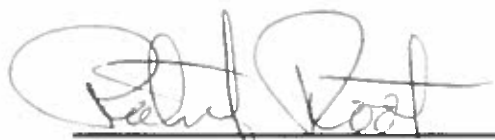

Notary Public, Commission No. FF910527

Sandra L. Bradbury

Name of Notary typed, printed or stamped)

LETTER OF AUTHORIZATION

This letter will serve as authorization for **Housh Ghovae** with Northside Engineering, Inc. to act as an agent for: **T3 Properties, LLC. Robert Root** and to execute any and all documents related to securing permits and approvals for the construction on the property generally located: **0 Ulmerton Road, Clearwater** lying within PINELLAS County, State of FLORIDA.



Signature of Property Owner

Robert Root

Print Name of Property Owner

12299 90th Avenue North

Address of Property Owner

Owner

Title

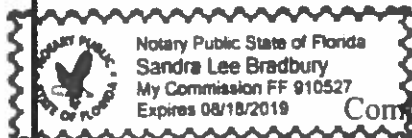
Seminole, Florida 33772

City/State/Zip Code

800-843-5333

Telephone Number

State of Florida The foregoing instrument was acknowledged before me this 26th day
County of Pinellas of April, 2017, by Mr. Robert Root, as Owner
who is personally known to me or who has produced Personally Known
as identification and who did (did not) take an oath.





(Signature) Notary Public

Commission # FF910527 Expires: 08/18/2019

(SEAL ABOVE) Sandra Lee Bradbury (Name of Notary Typed, Printed or Stamped)

City of Pinellas Park
Planning Department

1. Variance - Depth of Parking: we are requesting a reduction of 1 foot, parking depth from 18' to 17'; typically a wheel stop is set 30", in providing an effective depth of 15'-6". We are utilizing a type "F" curb as a wheel stop which will provide the effective dept of 17'. Cars will overhang over the sidewalk. This design will allow for a 6.1' sidewalk for better pedestrian accessibility.
2. Variance - Impervious surface to property line: we are requesting a reduction from 5' to 3.5'; existing buffers along the east property is approximately 2' with adding driveway, parking dimensions a buffer of 3.5' is left over. Buffer will be Heavily landscaped to mitigate for the reduction of 18".
3. Variance - Parking reduction from 10 to 9 spaces, it is anticipated most of the traffic will utilize the drive through, and therefore reducing the demand for parking.
4. Variance - Terminal island width, both terminals have to provide for handicapped accessibility from building to Ulmerton Road. The DA accessibility are through both terminal islands; thereby reducing the with of the green space to 5'.
5. Waiver to Eliminate streetscape landscaping: Existing roadway does not have streetscaping and existing concrete roadway is in poor condition.
6. Waiver of Conditional Use from 30' setback to 15.0' side setback. New building is bound by roadway and Ingress/Egress easement, with proposed 15' setback, Donut shop will have marginal room. Furhtermore existing building immediately to the west of this site has a setback of 7.3'.

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

T3 Properties LLC.

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property, to wit:

ADDRESS OR GENERAL LOCATION:

5070 Ulmerton Road

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

See Provided Survey

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

It would be consistent with the mixed-use on Ulmerton Road, it would be an enhancement for the surrounding businesses and hotel. Existing zoning is General Office, which is inconsistent with the zonings, the city will be re-designating the zoning category in the near future.

3. That the undersigned (has/have) appointed and (does/do) appoint Housh Ghovae as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.



SIGNED (PROPERTY OWNER)

Robert Root

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this

March 21, 2018

(Date)

By Robert Root

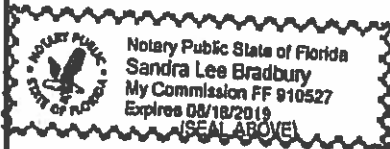
(Name of person acknowledging and title of position)

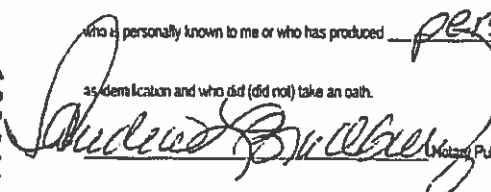
who is personally known to me or who has produced

personally known

(Type of identification)

as identification and who did (did not) take an oath.

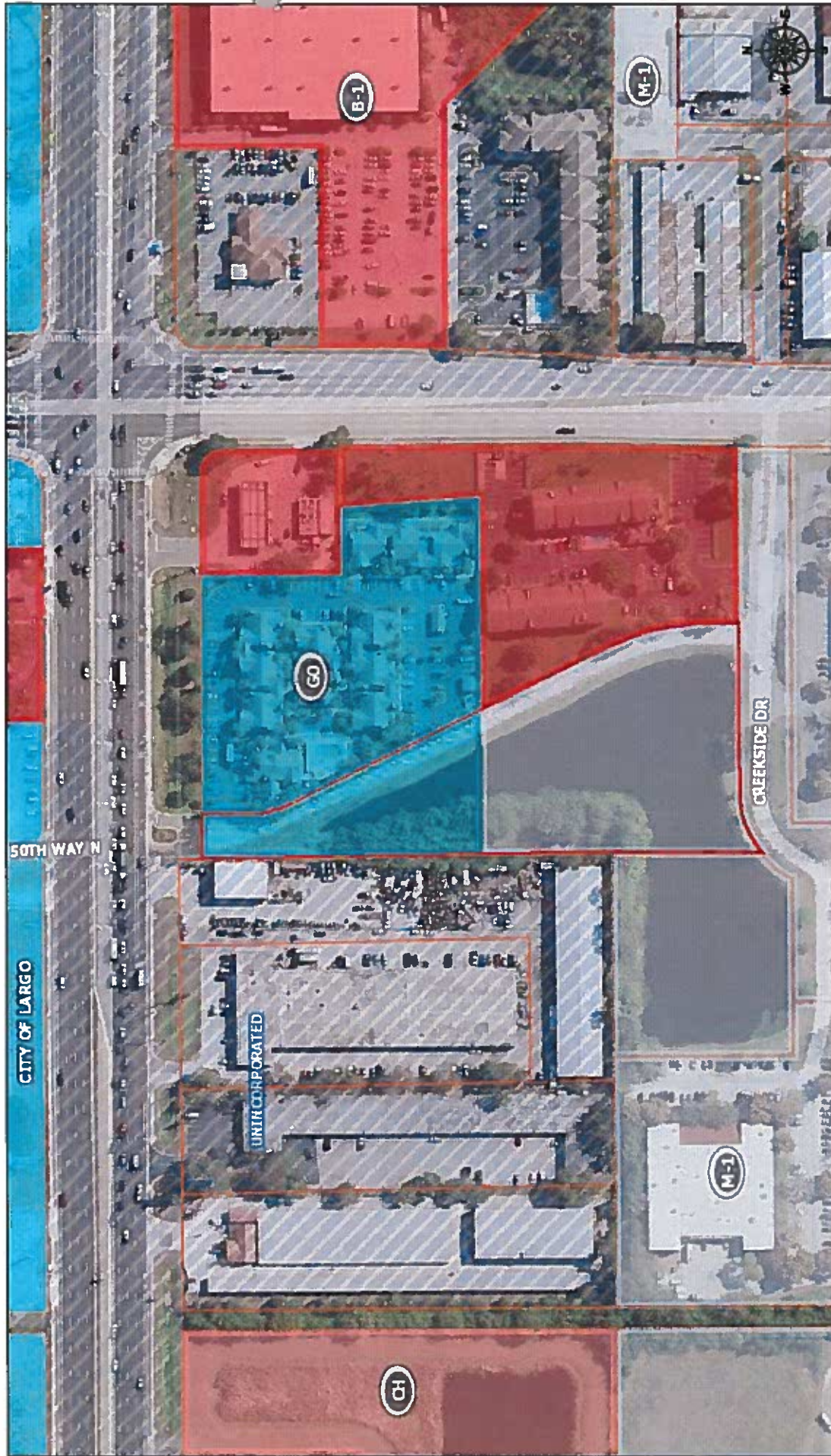




Notary Public, Commission No. FF910527

Sandra L. Bradbury (Name of Notary typed, printed or stamped)

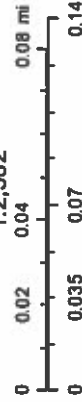
CU 2018-3/BOA 2018-8/MS 2018-8 drive-thru restaurant with variances/waivers



March 16, 2018

Centerlines

1:2,582



City of Pinellas Park, Jason A. Griffin, Kevin Marlow
Sources: Esri, HERE, Garmin, Intermap, Increment P Corp., GEBCO, USGS,
FAO, NPS, NRCAN, GeoBasis, IGN, Kadaster NL, Ordnance Survey, Esri
Japan, METI, Esri China (Hong Kong), Swisstopo, © OpenStreetMap

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City of Pinellas Park

Staff Report

File #: 18-425, Version: 1

Agenda Date: 5/10/2018

CONSIDERATION OF A REQUEST TO ESTABLISH TWO CONDITIONAL USES ON ONE PROPERTY FOR HEIGHT - BUILDINGS AND STRUCTURES OVER 40 FEET TO A MAXIMUM OF 55 FEET AND “STORAGE OF FLAMMABLE LIQUIDS ABOVE GROUND IN EXCESS OF 1,000 GALLONS”; ALSO A REDUCTION TO THE CONDITIONAL USE REQUIREMENT FOR A MINIMUM TANK SETBACK FROM 500 FEET TO 300 FEET TO ANY RESIDENTIAL DISTRICT. (CU 2018-5/CU 2018-6/MS 2018-13, Madico, Inc.)

PUBLIC HEARING FIRST AND FINAL READING (Quasi-Judicial)

(Speaker - Danny Taylor, Planning & Zoning Director)

NOTE: This is a request to establish two Conditional Uses on the property generally located at 9251 Belcher Road. The first Conditional Use is the increased height in the “M-1” Light Industrial Zoning District from 40 feet to 55 feet in order to install large mechanical equipment on top of the existing building. The second Conditional Use is to store flammable liquid tanks over 1,000 gallons above ground as an accessory to the manufacturing business that will operate inside the existing building. The applicant has also requested a waiver to the Conditional Use requirement for the flammable liquid tanks to be installed approximately 300 feet from the residential district rather than the required 500 feet. The applicant has asserted that all improvements will meet the FL Building Code and FL Fire Prevention Code. As such, during permit review, the tanks and all other improvements will be required to meet these State-wide Codes. On April 5, 2018, the Planning and Zoning Commission recommended approval of Case Numbers CU 2018-5 and CU 2018-6, subject to the following conditions:

1. This site is limited to four (4) flammable liquid tanks over 1,000 gallons, not to exceed 40,000 gallons.
2. Allowable building height will not exceed 55 feet.

In addition, the Commission recommended denial of Case No. MS 2018-13 as they determined that the 500 foot separation requirement should be upheld.

ACTION: (Approve - Deny) After review of the Conditional Use criteria of Section 18-1531.6, the requirements for “Storage of Flammable Liquids Above Ground in Excess of One Thousand (1,000) Gallons ” and “Height-Buildings and Structures Over Fifty (50) Feet in the B-1 District and Forty (40) Feet in Other Districts except “TC” Town Center District” in Section 18-1531.10 and the criteria for Conditional Use waivers in Section 18-1531.7, I move to APPROVE/DENY Case No. CU 2018-5/CU 2018-6/MS 2018-13 on a parcel generally located at 9251 Belcher Road, subject to the following conditions:

1. The flammable liquid tanks over 1,000 gallons may be installed as shown on the site plan in Exhibit B, no

less than 300 feet away from any residential zoning district.

2. This site is limited to four (4) flammable liquid tanks over 1,000 gallons, not to exceed 40,000 gallons.
3. Allowable building height will not exceed 55 feet.

In the event that City Council wishes to follow the Planning and Zoning Commission's recommendation, Zoning staff has prepared an alternate motion as follows:

After review of the Conditional Use criteria of Section 18-1531.6, the requirements for "Storage of Flammable Liquids Above Ground in Excess of One Thousand (1,000) Gallons " and "Height-Buildings and Structures Over Fifty (50) Feet in the B-1 District and Forty (40) Feet in Other Districts except "TC" Town Center District" in Section 18-1531.10 and the criteria for Conditional Use waivers in Section 18-1531.7, I move to APPROVE Case No. CU 2018-5/CU 2018-6 on a parcel generally located at 9251 Belcher Road, subject to the following conditions:

1. This site is limited to four (4) flammable liquid tanks over 1,000 gallons, not to exceed 40,000 gallons.
2. Allowable building height will not exceed 55 feet.

In addition, I move to DENY Case No. MS 2018-13 and require the 500 foot minimum tank setback from residential zoning be upheld.

CITY OF PINELLAS PARK, FLORIDA
PLANNING AND ZONING COMMISSION MINUTES
REGULAR MEETING
April 5, 2018

The meeting was called to order at 6:00 p.m. by Dennis Shelley, Chairperson.

ROLL CALL

PRESENT: Dennis Shelley, Chairperson
Louis Bommattei, Vice Chairperson
Raymond Long
James Madden
Munaf Kapadia
Brenda Braitling

ABSENT:

STAFF PRESENT: Anna Weaver, Interim Zoning Director
Elyce Mills, Zoning Staff Assistant, Notary
Lauren Rubenstein, Assistant City Attorney

INVOCATION: Mr. Bommattei

PLEDGE OF ALLEGIANCE: Mr. Bommattei

APPROVAL OF MINUTES: March 1, 2018

MOTION was made by Mr. Long and **SECONDED** by Mr. Madden to **APPROVE** the minutes of March 1, 2018.

REGULAR AGENDA

Mr. Shelley – Read the rules and procedures for the Planning and Zoning Commission.

PUBLIC HEARING OPENED

1. CASE NO.: CU 2018-5 / CU 2018-6 / MS 2018-13 (Quasi-Judicial)
Tabled Case from March 1, 2018

REQUEST: Consideration of a request to establish two Conditional Uses on one property for "height – buildings and structures over 40 feet" to a maximum of 55 feet and "Storage of flammable liquids above ground in excess of 1,000 gallons"; also, a reduction to the conditional use requirement for a minimum tank setback from 500 feet to 300 feet to any residential district.

LOCATION: 9251 Belcher Rd

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the staff report into

the official record.

The Zoning Division received 63 letters of objection to the location of the flammable liquid storage tanks and 1 letter in favor of this case.

QUESTIONS FOR STAFF

None

PROPONENTS

Kevin Bynum – 5534 Darkstar Loop, Wesley Chapel, Florida. I have been sworn. Last time we were here we had objections from the neighbors on the location of the tanks. Since that time we have met with the residents. We have agreed on a location that moves the tanks 300 feet away from their property line. We've also agreed to the condition of no more than 40,000 gallons to be stored in the tanks. We've also provided information to Anna and residential property owners regarding the tanks ballistic ratings and safety factors. I am here to answer any further questions.

Mr. Shelley – Is there going to be some sort of contaminate spill area?

Mr. Bynum - No they are double walled tanks. The containment is in the walls themselves.

Mr. Madden - The dotted line on the plan shows outside property boundaries, we want to make it clear that you aren't going to build outside of the property boundaries?

Mr. Bynum – That is correct.

Mr. Kapadia - What is the capacity of the tanks individually?

Loren Rideout - 316 Sally Lee Drive, Ellenton, Florida. I have been sworn. Each tank will be about 10,000 gallons.

Mr. Kapadia - So the 4 tanks would equal maximum capacity.

Mr. Rideout - Yes.

OPPONENTS

Thurman Ferryman- I have been sworn. I am the president of Clearwater Cascade Homeowners Association at 9790 66th Street N. We are a community full of 463 households. March 1st this issue was tabled. On March 12th, we met with Madico and Long and Associates. At that meeting we stated that we have no objection to anything other than the waiver of allowing the tanks to be less than 500 feet away.

Mr. Ferryman continued to explain a timeline of correspondence between Clearwater Cascades and Madico. Residents determined they want to enforce the 500 foot distance between the tanks and their residential property.

Linda Waylin - I am a snowbird, I own a lot at 9790 66th street. I am sworn. The 40,000 gallons of toxic material is overwhelming and I am living in Kalamazoo, Michigan the other part of the year and we had an oil

spill in the river and I am confident that no one anticipated it. Toxicity causes many issues. The rule seems to be related to flammability, but these are toxic chemicals. Is there a rule relating to toxicity?

Ms. Weaver - The flammable liquid and distance requirement of 500 feet is part of the City of Pinellas Park Land Development Code. When they install the tanks they also have to meet the Florida Fire Prevention Code and the Florida Building Code. So, most of those issues would be in those codes. We do not enforce or govern those codes here. Even if the commission were to waive a distance requirement in the Land Development Code, that will not override anything in the Florida Fire Prevention Code and the Florida Building Code. They will still have to meet those requirements.

Dan Luka - 9790 66th street. I have been sworn. There are 4 tanks of 10,000 gallons. Have there been studies on explosions? There is a canal nearby that runs to the gulf, these tanks could leak. I think that should be taken into consideration.

Mike Woods - I am a Clearwater cascade resident. I have been sworn in. My question is how the 500foot was determined, was it arbitrary or empirical?

Ms. Weaver - I cannot answer that question, that has been in our code for at least 10 years and I was not here at that time.

Mr. Woods - If it was empirical you should never reduce a safety limit based on empirical data. I also have concerns about it also being by a railroad track. That's all I have.

Bruce Rolander - I also live at Clearwater Cascade and I did take the oath. I feel that when we moved to Pinellas Park, we accepted the land development code as safe. Accidents do occur. My girlfriend and I live right on the canal and we see all kinds of wildlife and this case is a real concern to all of us here.

Cindy Barnsworth - I live at Clearwater Cascade and I have been sworn. For a lot of us, these are our final homes and most of us don't have a lot of resources to find another home. When you put this kind of place in the proximity of where you're trying to put it, it puts a risk to our lives and it will also devalue our property.

Daniel Grouger - I am sworn in. I live at Clearwater Cascade. I have to carry equipment to breathe. Any of these fumes will kill me. I love Pinellas Park and I've given my life to this city. There is no reason to change rules when these companies can buy a piece of property that has enough room to put what you want to put on it.

REBUTTLE-

Dr. Timothy Herod - Senior Research Development Scientist for Madico. I have been sworn. We understand their concerns. However, these solvents are in the same classification as gasoline, nail polish remover, rubbing alcohol. These are flammable solvents, but they are not classified as toxic. I just wanted to clarify that.

Mr. Shelley - What happened to moving the tanks all the way to the South?

Mr. Bynum - We looked at the southeast corner, there are currently backflow preventers in that location and the distance to pump the solvents is too great to the location inside the building where they would be utilized so that was not a location that would work. The request is to store flammable liquid above ground. If we cannot get that approved, we will put them below ground. In that case there is no distance requirement in the

Land Development code.

Mr. Madden - The 2nd part of request is for the height of the building. It appears that it is at 30 feet right now, so you want to go up another 20 feet?

Mr. Bynum - Correct. The Florida Building Code limit is 55 feet.

Mr. Madden - Is this going to be a large area? What is this extra height for?

Mr. Rideout - This is for stack heights, we have equipment that is about 40 or 45 feet tall. So we are trying to increase height but we will not build above the maximum limit in the Florida Building Code.

Mr. Madden - I didn't hear any objections on that from the audience so I was just wondering what you were considering that height for. Thank you.

Mr. Kapadia - I recall from the previous meeting you currently have a location in St Petersburg. What is the storage capacity there?

Mr. Rideout - There we have 18,000 gallons. That has been there for about 8 or 9 years.

Mr. Kapadia - Has there been any reported leakage?

Mr. Rideout - No.

Mr. Kapadia - There is a proposed equipment pad between the existing overhead door and the proposed tank area, what is going there?

Mr. Rideout - That is a regenerative thermal oxidizer. That is the stack we were talking about that is around 45 feet tall. It is a large furnace.

Mr. Kapadia - so the closest proximity to Clearwater Cascade is now 300 feet?

Mr. Rideout - correct.

Mr. Kapadia - Are any other locations other than St Petersburg?

Mr. Rideout - we have a Boston location, however we are closing that down and consolidating both locations to Pinellas Park. That facility holds about 20,000 gallons. They are below ground so they are a lot harder to monitor. There has been some issues but we are working with those.

Ms. Braitling - You're indicating that there is no other place to put those tanks?

Mr. Rideout - Correct, if we move them farther away we would have problems pumping our solvents and adhesives.

Ms. Braitling - Is that because you can't change the internal structures inside the building?

Mr. Rideout - Correct.

Mr. Kapadia - What is the optimum distance you need from the point of use and point of storage?

Mr. Rideout - I would say about 100 feet, maybe less.

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. Madden and **SECONDED** by Ms. Braitling to **RECOMMEND APPROVAL** for case no. CU 2018-5 / CU 2018-6 subject to the following conditions:

1. This site is limited to four (4) flammable liquid tanks over 1,000 gallons, not to exceed 40,000 gallons.
2. Allowable building height will not exceed 55 feet.

The same motion was made to **RECOMMEND DENIAL** for case no. MS 2018-13 for the following reason:

1. The 500 foot separation requirement should be upheld.

ROLL CALL VOTE

Aye: Braitling, Bommattei, Kapadia, Madden, Shelley, Long
Nay:

MOTION CARRIED UNANIMOUS VOTE

PUBLIC HEARING OPENED

2. CASE NO.: DA 2018-1 (Quasi-Judicial) *Tabled Case from March 1, 2018*

REQUEST: Authorization for City Council to sign a Development Agreement between Pinellas Park Hospitality, LLC and the City of Pinellas Park for the development of a Hampton Inn Hotel with increased density up to 50 units per acre.

LOCATION: 3845 Park Boulevard

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the staff report into the official record.

QUESTIONS FOR STAFF

Mr. Madden - is the document we have here the one that your office has approved?

Ms. Rubenstein - Yes. Our letter of approval is not in here but this does appear to be the one we have reviewed.

PROPOSERS

I. GENERAL INFORMATION

A. Request:

Consideration of a request to establish two Conditional Uses on one property for “height – buildings and structures over 40 feet” to a maximum of 55 feet and “Storage of flammable liquids above ground in excess of 1,000 gallons”; also, a reduction to the conditional use requirement for a minimum tank setback from 500 feet to 300 feet to any residential district.

- | | | |
|----|------------------------|---|
| B. | Proposed use: | Madico Window Films |
| C. | Location: | 9251 Belcher Road |
| D. | Site Area: | 17.14 acres (MOL) |
| E. | Land Use Designation: | Industrial Limited (IL) |
| | Zoning Classification: | “M-1” Light Industrial |
| F. | Public Notification: | February 9, 2018 (<i>tabled from March 1, 2018 P&Z</i>) |
| G. | Legal Advertising: | February 9, 2018 (<i>tabled from March 1, 2018 P&Z</i>) |
| H. | Legal Description: | See “Exhibit A” |

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

The subject property is not platted and was annexed into the City by Ordinance No. 1715 (AX 87-10) on September 24, 1987. The site was developed with approximately 142,000 square feet of industrial building area in 1990. Case No. MS 1997-5 was approved on February 27, 1997 by City Council to construct an addition to the existing building. The additional 71,000 square feet (MOL) was added in 1998. Since approximately 1996, Transitions Optical has held an active Business Tax Receipt in the City. In November 2017, Madico, Inc. purchased the property and is planning to move their business to this location once Transitions Optical has officially moved out of the building.

B. Site Characteristics:

The project site is approximately 17.14 acres and currently occupied by over 200,000 square feet of industrial building area. The site holds parking in the front, off Belcher Road and the building is constructed in the back with an emergency access drive around the building. The area to the north is vacant and is now a separate parcel through the lot line adjustment that was approved by staff on January 18, 2018 (MS 2018-5).

C. Vicinity Characteristics:

AREA	LAND USE PLAN MAP	ZONING	EXISTING CONDITIONS
NORTH	IL, RLM	M-1, T-2	Vacant industrial, CSX Railroad, Clearwater Cascade Mobile Home Park
SOUTH	IL	M-1, unincorporated M-1	Various industrial uses and retail
EAST	IL	IH, unincorporated C-2	CSX Railroad, Trademark Metals Recycling, Allied Plywood Corp.
WEST	R/OS, RL	Unincorporated RPD-2.5	Bayou Club

D. Essential Services Summary:

Assistant City Manager/Community Dev. Admin: *Comment: Increase in height may not be waived to exceed FL Building Code maximum.*

RESPONSE: Although the Land Development Code requires approval over 40 feet, the FL Building Code allows a

maximum of 55 feet. The applicant has requested an increase to 55 feet in height.

Interim Zoning Director:

No objection

Building Director:

Comment: All plans are to meet the requirements of the FL Building Code. There are restrictions to height depending on occupancy and type of construction.
RESPONSE: The applicant is requesting to reach the maximum height allowed per FL Building Code.

Police Department:

No objection

Army Reserve Medical Command:

Not received

Life Safety Management:

Comment: Placement and quantity of flammable liquid to meet the 6th Edition of the FL Fire Prevention Code.
RESPONSE: Acknowledged.

Community Planning Dir:

Comment: Concerns with proximity of flammable liquids closer to residential uses.
RESPONSE: The design will meet or exceed the minimum proximity requirements of the FL Building Code and the FL Fire Protection Code. However, the applicant is requesting a reduction of the Conditional Use requirement of 500' separation from a residential use. The site is further separated by a CSX rail line (100' wide) and has significant trees and screening from view between the light industrial use and residential use.

Public Works Division:

Administrator:

No objection

Engineering Services:

Comment: Spill containment area must be in place. The tanks are near an open ditch.
RESPONSE: Acknowledged. The design will meet the full requirements of the FL

	Building Code, FL Fire Prevention Code and NFPA.
Utilities:	No objection
Transportation & Stormwater:	No objection
PPWMD:	No objection

III. Section 18-1531.6 CONDITIONAL USE REVIEW CRITERIA

- (A) In granting an application for conditional use, the City shall find that such approval will not adversely affect the public interest, and shall consider the compatibility criteria listed in Paragraph (C), below, in their decision.
- (B) In evaluating an application for conditional use, the presence of non-conforming uses or buildings, substandard property maintenance, or substandard conditions in the neighborhood shall not be used to justify the granting of a conditional use. Additionally, the cumulative impact of the proposed use in proximity to a similar existing use shall be considered, as such the scale, placement, orientation, design, appearance, and intensity of the conditional use and improvements to be associated with the conditional use, as applicable.
- (C) Compatibility Review Criteria
 - 1. Whether the use and its proposed scale will be inconsistent with the established character of the immediate neighborhood, to the extent that such character is consistent with the Comprehensive Plan and the provisions of the applicable zoning district(s).

Analysis: This site has historically been used for an industrial use very similar to what is proposed. Currently, Transitions Optical occupies the site and is leasing space for a limited time until this Conditional Use has been approved. Transitions has a comparable business model to the future occupant. The difference is that there will be outdoor tanks added in the rear and additional equipment added to the roof. The outdoor tanks are to hold a flammable liquid, over 1,000 gallons above ground. This is a chemical that is not currently used by Transitions Optical. The height increase is requested in order to allow the future tenant to construct an equipment pad on the roof of the building. It is not clear what equipment is proposed; however, the applicant has stated there is a possibility for stacking of equipment, requiring a request to the maximum height the Florida Building Code will allow for this structure.

- 2. Whether the use will diminish the use or enjoyment of other properties and living or working conditions in the neighborhood.

Analysis: This use should not diminish the use or enjoyment of surrounding properties. This site is historically industrial and all immediately abutting properties are also industrial. Nearest residential uses are buffered by right-of-way, giving sufficient separation.

3. Whether the use will impede the normal and orderly development and improvement of surrounding properties for uses permitted in their respective zoning districts and in a manner consistent with the Comprehensive Plan.

Analysis: Most surrounding properties have been developed and should not be negatively impacted by the proposed use, given that this proposal is significantly comparable to the existing use of the property.

4. Whether the establishment, maintenance or operation of the use will be detrimental to, or endanger the public health, safety, comfort or general welfare as a result of hours of operation, arrangement of uses on the site, noise, vibration, emission or pollutant, glare, odor, dust, traffic congestion, attractive nuisance, or other condition.

Analysis: The addition of above-ground flammable liquid storage tanks could potentially be detrimental to the general welfare of the surrounding properties in the area if these tanks are not properly secured and inspected. The applicant has provided details to the Building and Life Safety Departments during multiple face-to-face meetings in order to meet all requirements. Subsequent to this Conditional Use approval, the applicant will be required to apply for a permit to install the tanks and that includes all proper inspections.

An increase in building height should not be detrimental to the general welfare of the surrounding area or endanger the general public.

5. Whether the land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations and expansion thereof.

Analysis: The minimum lot area requirement in the "M-1" Light Industrial Zoning District is 15,000 square feet. This proposed parcel is approximately 758,380 square feet; therefore, it could be ascertained that the land area is sufficient, appropriate, and adequate for the use and it's reasonably anticipated operations.

6. Whether the use and associated improvements will adversely affect a known archaeological, historical, cultural, or landscape resource.

Analysis: There are no known archaeological, historical, cultural, or landscape resources that will be adversely affected at this property.

7. Whether the particular traffic generation characteristics of the proposed use, including the type of vehicular traffic associated with such uses is compatible with the traffic generation characteristics of other uses permitted in the zoning district(s) applicable to the neighborhood.

Analysis: Trip generation anticipated by the proposed use are as follows:

BY PREVIOUS USE (General Industrial):
7 trips/1,000 SF x 213,124 SF = 1,492 trips per day
BY PROPOSED USE (General Industrial):
7 trips/1,000 SF x 213,124 SF = 1,492 trips per day

IV. SECTION 18-1531.10 LIST OF CONDITIONAL USES AND REQUIREMENTS

(CU 2018-5)

There are three (3) special requirements for "Storage of Flammable Liquids Above Ground in Excess of One Thousand (1,000) Gallons" listed in the Land Development Code. These special requirements and an analysis of whether or not the request meets the criteria are as follows:

- (a) Review by the Planning and Zoning Commission and approval by City Council.

Analysis: This staff report serves as an analysis of criteria for review by the Planning and Zoning Commission and City Council.

- (b) Demonstrate conformance with all applicable regulations regarding the handling and storage of subject flammable liquids.

Analysis: All details will be reviewed and inspected by the Building Division and the Life Safety Department during permitting.

- (c) Minimum tank setback of five hundred (500) feet from any residential zoning district.

Analysis: The applicant has requested a waiver to this requirement. See Section V below for analysis.

(CU 2018-6)

There are two (2) special requirements for "Height—Buildings and Structures Over Fifty (50) Feet in the B-1 District and Forty (40) Feet in Other Districts except "TC" Town Center District" listed in the Land Development Code. These special requirements and an analysis of whether or not the request meets the criteria are as follows:

- (a) Review by Planning and Zoning Commission and approval by City Council.

Analysis: This staff report serves as an analysis of criteria for review by the Planning and Zoning Commission and City Council. The applicant is request maximum building height of 55 feet.

- (b) All setback requirements shall be increased by fifty (50) percent.

Analysis: Setbacks on this property will be as follows:
Front yard – 30 feet

Side yards – 7.5 feet
Rear yard – 7.5 feet, except where functionally abutting residential, 15 feet
All setbacks will be met with this site plan.

V. SECTION 18-1531.7. – WAIVER TO CONDITIONAL USE REQUIREMENTS (MS 2018-13)

WAIVERS. The City may waive one (1) or more of the requirements of Section 18-1531.10, "List of Conditional Uses and Requirements", that are specific to any given conditional use application, or application to modify an existing conditional use approval, upon finding that the requirement(s) are not necessary to ensure the compatibility and appropriateness of the use at the given location, and upon making the findings listed below.

In determining whether such special requirements should be wholly or partially waived, the City shall consider the following criteria:

1. The purpose of the requirement is otherwise fully achieved, or more important purposes of this Article or the Comprehensive Plan will be served thereby, or the requirement serves no valid public purpose in the particular case;
2. The waiver is consistent with the statement of intent of the applicable zoning district and this Section;
3. The waiver will not adversely impact the public interest or adjacent property, and the applicant has demonstrated that all necessary alternative measures shall be taken to prevent any such impact;
4. The waiver is not discriminatory, considering similar situations in the general area and in past decisions under this Article.

Analysis: The applicant has provided a site plan and narrative to describe the waiver to the requirement for 500 foot minimum distance from flammable liquid storage tanks (above ground – over 1,000 gallons) to residential zoning. At the March 1, 2018 Planning and Zoning Commission meeting, the applicant requested to table the case to discuss further with residents and the owner a new location for the tanks that would better suit the functionally abutting mobile home park.

The new site plan, submitted to staff on March 16, 2018, depicts a proposed tank location approximately 300 feet from the functionally abutting residential zoning to the northeast. The location shown on the plan is optimal since the existing loading docks are nearby and the tanks will be hidden behind the building.

V. DEVELOPMENT CONSIDERATIONS

1. Any signage will need to comply with Article 6 of the Land Development Code.

VI. MOTION

After review of the Conditional Use criteria of Section 18-1531.6, the requirements for "Storage of Flammable Liquids Above Ground in Excess of One Thousand (1,000) Gallons " and "Height—Buildings and Structures Over Fifty (50) Feet in the B-1 District and Forty (40) Feet in Other Districts except "TC" Town Center District" in Section 18-1531.10 and the criteria for Conditional Use waivers in Section 18-1531.7, I move to APPROVE/DENY Case No. CU 2018-5/CU 2018-6/MS 2018-13 on a parcel generally located at 9251 Belcher Road, subject to the following conditions:

1. The flammable liquid tanks over 1,000 gallons may be installed as shown on the site plan in Exhibit B, no less than 300 feet away from any residential zoning district.
2. This site is limited to four (4) flammable liquid tanks over 1,000 gallons, not to exceed 40,000 gallons.
3. Allowable building height will not exceed 55 feet.

City of Pinellas Park, Florida
APPLICATION FOR CONDITIONAL USE

FOR OFFICE USE ONLY

CASE # CU 2018-5 PZ MEETING DATE: 3/1/18 CC/CRA MEETING DATE(S): 3/22/18 / 4/12/18
PLAT SHEET: AA-8 RELATED CASES: MS 2018-13 RECEIPT NUMBER: 2430981
ZONING DISTRICT: M1 LAND USE DESIGNATION: FL DATE RECEIVED: 1/25/18

REQUEST AND PROPERTY INFORMATION

SPECIFIC REQUEST: Request to have storage of flammable liquids above ground in excess of one thousand (1,000) Gallons.

GENERAL LOCATION OF PROPERTY OR ADDRESS: 9251 Belcher Road N, Pinellas Park, FL 33782

PROPERTY SIZE (Acreage / Square Feet): 17.14 Acres / 746,592 sq ft

CURRENT USE (Number and Type of Buildings): 1 building | 2-Story Manufacturing Facility

PARCEL NUMBER(S): 19-30-16-00000-420-0100, 19-30-16-00000-420-0200, 19-30-16-00000-420-0300

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

OR METES AND BOUNDS DESCRIPTION (attach is lengthy):

See attached document named "Exhibit A."

CONDITIONAL USE SPECIAL REQUIREMENTS

1. NUMBER OF CONDITIONS REQUIRED (SECTION 18-1531.10): 3

2. HAVE ALL CONDITIONS BEEN MET? ☐ YES ☒ NO

3. LIST SPECIAL REQUIREMENT(S) REQUESTED TO BE WAIVED (ATTACH LETTER EXPLAINING REASON A WAIVER SHOULD BE GRANTED):
See attached letter

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: Madico, Inc. PHONE: (727) 327-2544

MAILING ADDRESS/CITY/ZIP: 2630 Fairfield Avenue South, St. Petersburg, FL 33712

AUTHORIZED AGENT: Kevin Bynum, P.E. PHONE: (813) 839-0506

MAILING ADDRESS/CITY/ZIP: 4525 S. Manhattan Ave, Tampa, FL 33611-2305

OTHER REPRESENTATIVE: _____ PHONE: () _____

MAILING ADDRESS/CITY/ZIP: _____

"Exhibit A"

LEGAL DESCRIPTION: FINAL ACQUISITION MADICO

PARCEL A

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST, ALL LYING AND BEING IN PINELLAS COUNTY, FLORIDA, SOUTH OF THE ATLANTIC COAST LINE RAILROAD; SUBJECT TO AN EASEMENT RESERVED BY FLORIDA POWER CORPORATION, O.R. BOOK 5643, PAGES 619 THROUGH 621 AND SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF SUBJECT PROPERTY AS PER O.R. BOOK 4655, PAGE 1536 AS RE-RECORDED IN O.R. BOOK 4662, PAGE 52.

PARCEL B

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, TOGETHER WITH AS EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA.

PARCEL C

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST, LESS THAT PORTION DEEDED TO PINELLAS COUNTY IN O.R. BOOK 5040, PAGE 353.

PARCEL D

THAT PORTION OF PARCEL NO. 1, AS RECORDED IN O.R. BOOK 9192, PAGE 614, BEING THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST, LESS ROAD RIGHT-OF-WAY, ALL LYING AND BEING IN PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE RUN S 88°58'46"E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 19, 60.49 FEET TO THE EASTERLY RIGHT-OF-WAY OF BELCHER ROAD, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1.) S 03°35'10" W, 12.55 FEET; 2.) S 02°15'49" W, 153.41 FEET TO THE POINT OF BEGINNING; THENCE N 63°34'56" E, 21.65 FEET; THENCE S 89°45'21" E, 135.67 FEET; THENCE N 73°24'08" E, 344.82 FEET; THENCE S 89°13'49" E, 119.17 FEET TO THE EAST LINE OF PARCEL 1, ALSO BEING THE EAST LINE OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE S 00°09'33" W ALONG SAID EAST LINE, 282.36 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST; THENCE N 89°00'52" W ALONG SAID SOUTH LINE, 610.53 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY OF BELCHER ROAD; THENCE N 02°15'49" E ALONG SAID RIGHT-OF-WAY, 166.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.15 ACRES ± MOL

Harry M. Long, Jr., PE
Alexander M. Long, AIA
Paul E. Wiczorek, PE
Paul W. Portal, AIA
Travis G. Steed, AIA
Kevin M. Bynum, PE

January 25, 2018

Ms. Anna Weaver, Zoning Coordinator
City of Pinellas Park
6051 78th Avenue North
Pinellas Park, FL 33781

RE: MADICO TRANSITIONS PERMITTING (17049)

Dear Ms. Weaver,

We are respectfully requesting a change of the minimum tank setback of five hundred (500) feet from any residential zoning district, as stated in condition #80 of section 18-1531.10, to one hundred (100) feet. The current 500 foot setback would place the tanks in front of the manufacturing facility next to the existing parking lot & front entrance. This location would interfere with the manufacturing process of the new site owners. The proposed location for the tanks is the most ideal location because it is in the rear of the facility behind gated entries at a service location.

The submitted site plan shows a proposed location for the proposed storage tanks that is around two hundred (200) feet away from the existing residential zoning district. The reason we are requesting a setback reduction to be one hundred (100) feet rather than two hundred (200) feet is to allow flexibility.

This flexibility allows minor adjustment of the proposed location and any future tank farms that the owner might additionally require nearby.

In addition, between the proposed tank location and the existing residential zoning district there is an existing row of trees and vegetation which will remain and the existing csx railroad tracks. Therefore, a clear separation between the residential zoning district and the new tank location will still exist.

Sincerely,

LONG & ASSOCIATES
ARCHITECTS/ENGINEERS INC.



Kevin M. Bynum, PE
Principal/Senior Civil Engineer

KMB/wd/file

City of Pinellas Park, Florida
APPLICATION FOR CONDITIONAL USE

FOR OFFICE USE ONLY

CASE # CU 2018-6 PZ MEETING DATE: 3/1/18 CC/CRA MEETING DATE(S): 3/22/18 + 4/12/18
PLAT SHEET: HA-8 RELATED CASES: CU 2018-5/US 2018-13 RECEIPT NUMBER: _____
ZONING DISTRICT: M-1 LAND USE DESIGNATION: IL DATE RECEIVED: 1/25/18

REQUEST AND PROPERTY INFORMATION

SPECIFIC REQUEST: Request to have building height over forty (40) feet in M-1 district to a maximum of fifty five (55) feet as stated in Florida Building Code.

GENERAL LOCATION OF PROPERTY OR ADDRESS: 9251 Belcher Road N, Pinellas Park, FL 33782

PROPERTY SIZE (Acreage / Square Feet): 17.14 Acres / 746,592 sq ft

CURRENT USE (Number and Type of Buildings): 1 building | 2-Story Manufacturing Facility

PARCEL NUMBER(S): 19-30-16-00000-420-0100, 19-30-16-00000-420-0200, 19-30-16-00000-420-0300

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

OR METES AND BOUNDS DESCRIPTION (attach is lengthy):

See attached document named "Exhibit A."

CONDITIONAL USE SPECIAL REQUIREMENTS

1. NUMBER OF CONDITIONS REQUIRED (SECTION 18-1531.10): 2
2. HAVE ALL CONDITIONS BEEN MET? ☒ YES ☐ NO
3. LIST SPECIAL REQUIREMENT(S) REQUESTED TO BE WAIVED (ATTACH LETTER EXPLAINING REASON A WAIVER SHOULD BE GRANTED): _____

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: Madico, Inc. PHONE: (727) 327-2544

MAILING ADDRESS/CITY/ZIP: 2630 Fairfield Avenue South, St. Petersburg, FL 33712

AUTHORIZED AGENT: Kevin Bynum, P.E. PHONE: (813) 839-0506

MAILING ADDRESS/CITY/ZIP: 4525 S. Manhattan Ave, Tampa, FL 33611-2305

OTHER REPRESENTATIVE: _____ PHONE: (____)

MAILING ADDRESS/CITY/ZIP: _____

"Exhibit A"

LEGAL DESCRIPTION: FINAL ACQUISITION MADICO

PARCEL A

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PARCEL B

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, TOGETHER WITH AS EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA.

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CONTAINING 17.15 ACRES ± MOL

City of Pinellas Park, Florida
APPLICATION FOR MISCELLANEOUS CASES

FOR OFFICE USE ONLY

CASE # MS 2018-13 PZ MEETING: 3/1/18 CC MEETING: 3/22/18 / 4/12/18
PLAT SHEET: AA-8 RELATED CASES: CU2018-5+6 RECEIPT NUMBER: _____
ZONING DISTRICT: M-1 LAND USE DESIGNATION: IL DATE RECEIVED: 1/25/18

REQUEST AND PROPERTY INFORMATION

REQUEST (CHECK ONE):

- _____ Preliminary site plan approval ("M-1" & "IH" abutting or functionally abutting residential/mixed use zoning districts)
- _____ Preliminary site plan approval "T-2", "P", "OS", "PRES"
- _____ Alcoholic Beverage Waiver
- _____ Waiver of Separation Requirements for Clubs/Lodges
- _____ Landscape Waiver
- _____ Release of Unity of Title
- _____ Lot Line Adjustment
- X Other Miscellaneous

SPECIFIC REQUEST: Request waiver to change the minimum tank setback of five hundred (500) feet from any residential zoning district to one hundred (100) feet.

GENERAL LOCATION OF PROPERTY OR ADDRESS: 9251 Belcher Road N, Pinellas Park, FL 33782

PROPERTY SIZE (Acreage / Square Feet): 17.14 Acres / 746,592 sq ft

CURRENT USE (Number and Type of Buildings): 1 building | 2-Story Manufacturing Facility

PARCEL NUMBER(S): 19-30-16-00000-420-0100, 19-30-16-00000-420-0200, 19-30-16-00000-420-0300

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

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CONTAINING 17.15 ACRES ± MOL

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

Madico, Inc.

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property:

ADDRESS OR GENERAL LOCATION:

9251 Belcher Road N, Pinellas Park, FL 33782

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

See attached

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

Conditional use & variance for building height and above ground tank locations.

3. That the undersigned (has/have) appointed and (does/do) appoint Kevin Bynum, P.E. as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

Shawn R. Kitchell

SIGN HERE

SIGNED (PROPERTY OWNER)

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this

January 19, 2018

(Date)

By SHAWN R. KITCHELL

(Name of person acknowledging and title of position)

who is personally known to me or who has produced

(Type of identification)

as identification and who did (did not) take an oath.

Sherrie McKenzie Kinkella

Notary Public, Commission No. FF 148195

SHERRI MCKENZIE KINKELLA

(Name of Notary typed, printed or stamped)



(SEAL ABOVE)

"Exhibit A"

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CONTAINING 17.15 ACRES ± MOL

CU 2018-5/CU 2018-6/MS 2018-13 - 9251 Belcher Rd



March 1, 2018

Centerlines

1:5,163

	0	0.0425	0.085	0.17 mi
0				

0 0.05 0.1 0.2 km

City of Pinellas Park, Jason A. Griffin, Kevin Marlow
Sources: Esri, HERE, Garmin, Intermap, Increment P Corp., GEBCO, USGS,
FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri
Japan, METI, Esri China (Hong Kong), Swisstopo, © OpenStreetMap

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City of Pinellas Park

Staff Report

File #: 18-443, **Version:** 1

Agenda Date: 5/10/2018

AUTHORIZATION FOR THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT BETWEEN PINELLAS PARK HOSPITALITY, LLC AND THE CITY OF PINELLAS PARK FOR THE DEVELOPMENT OF A HAMPTON INN HOTEL WITH INCREASED DENSITY UP TO 50 UNITS PER ACRE, 0.45 FLOOR AREA RATIO AND A MAXIMUM 50 FEET IN HEIGHT ON A PARCEL GENERALLY LOCATED AT 3845 PARK BOULEVARD. (DA 2018-1, Pinellas Park Hospitality, LLC)

PUBLIC HEARING FIRST AND FINAL READING (Quasi-Judicial)

(Speaker - Danny Taylor, Planning & Zoning Director)

NOTE: This is a request to authorize City Council to enter into an agreement with the applicant for a Development Agreement to develop a new 96-room hotel, requiring an increase in density from 40 rooms per acre to 45.6 rooms per acre. In addition, the agreement includes a variance to building height from 50 feet to 60 feet. The site plan attached is to be an exhibit and reference to this agreement. Site design may be altered in the future, provided the intent is unchanged and no additional waivers or variances are required. This revised Development Agreement is complete and all Code requirements have been met.

ACTION: (Approve - Deny) Development Agreement with Pinellas Park Hospitality, LLC for the development of a hotel on a parcel generally located at 3845 Park Boulevard.

Mr. Kapadia - What is the optimum distance you need from the point of use and point of storage?

Mr. Rideout - I would say about 100 feet, maybe less.

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. Madden and **SECONDED** by Ms. Braitling to **RECOMMEND APPROVAL** for case no. CU 2018-5 / CU 2018-6 subject to the following conditions:

1. This site is limited to four (4) flammable liquid tanks over 1,000 gallons, not to exceed 40,000 gallons.
2. Allowable building height will not exceed 55 feet.

The same motion was made to **RECOMMEND DENIAL** for case no. MS 2018-13 for the following reason:

1. The 500 foot separation requirement should be upheld.

ROLL CALL VOTE

Aye: Braitling, Bommattei, Kapadia, Madden, Shelley, Long
Nay:

MOTION CARRIED UNANIMOUS VOTE

PUBLIC HEARING OPENED

2. CASE NO.: DA 2018-1 (Quasi-Judicial) *Tabled Case from March 1, 2018*

REQUEST: Authorization for City Council to sign a Development Agreement between Pinellas Park Hospitality, LLC and the City of Pinellas Park for the development of a Hampton Inn Hotel with increased density up to 50 units per acre.

LOCATION: 3845 Park Boulevard

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the staff report into the official record.

QUESTIONS FOR STAFF

Mr. Madden - is the document we have here the one that your office has approved?

Ms. Rubenstein - Yes. Our letter of approval is not in here but this does appear to be the one we have reviewed.

PROPONENTS

Brian Sykes – 4600 W Cypress Street Suite 130. I have been sworn. This was previously a mobile home park over the last 6 months. My clients look forward to putting in a nice limited service hotel.

Mr. Madden - On the site plan, it appears now that you have reserved the potential for expansion of 78th avenue right of way, but I see you have now put landscaping in that area which may be a problem. Is there something we can do to require some kind of less prominent landscaping?

Ms. Weaver – They can accommodate the landscaping behind that reservation by installing it further back. I think in this case they'd have enough space for it.

Mr. Sykes – We have amended the Development Agreement on staff's recommendation on section 10 we included a reservation of 5 feet of right of way.

OPPONENTS

None

PUBLIC HEARING CLOSED

BOARD DISCUSSION

MOTION was made by Mr. Madden and **SECONDED** by Mr. Long to **RECOMMEND APPROVAL** of case no. DA 2018-1.

ROLL CALL VOTE

Aye: Braitting, Long, Kapadia, Bommattei, Shelley, Madden
Nay:

MOTION CARRIED UNANIMOUS VOTE

PUBLIC HEARING OPENED

3. CASE NO.: CU 2018-3/ BOA 2018-8/ MS 2018-8 (Quasi-Judicial)

REQUEST: Consideration of a request to establish a Conditional Use for a drive-thru restaurant in the "GO" General Office Zoning District with variances and waivers to the following: reduce required parking from 10 spaces to 9 spaces, reduce the depth of parking spaces from 18 feet to 17 feet, reduce the terminal island width from 5 feet to 3 feet, reduce the conditional use side yard setback from 30 feet to 15 feet and to waive the entire streetscape buffer requirements along Ulmerton Road.

LOCATION: South of Ulmerton Road, West of 49th St

Ms. Weaver – Confirmed that all procedural requirements have been met and presented the staff report into the official record.

Memorandum

To: City Council

Thru: Susan Walker, CPM, Community Development Administrator

From: Danny Taylor, Planning and Zoning Director

Subject: DA 2018-1 – Development Agreement for increased density of a hotel generally located at 3845 Park Boulevard

Date: May 10, 2018

Present Situation:

This is a request to authorize City Council to sign an agreement with Pinellas Park Hospitality, LLC, the owner of a property generally located at 3845 Park Boulevard. This property has previously been occupied by the Tall Timbers Mobile Home Park and has since been cleared of all mobile homes. The proposed development includes a new 96-room Hampton Inn hotel with accompanying parking, drop-off lane, pool and landscaping.

As per Section 18-1503.17, Alternative Standards for the Development of Hotels and Motels, higher density can be achieved in temporary lodging by following the guidelines of the Countywide Plan Rules for Pinellas County. Section 5.2.1.3 of the Countywide Rules states that a Development Agreement must be approved and recorded by the governing authority in order to achieve higher density for temporary lodging.

Comments from staff:

Zoning – *If this use generates between 51 and 300 new peak hour trips, a Transportation Management Plan will be required according to the Pinellas County Mobility Management System Ordinance; if over 300 new peak hour trips, a TMP and full traffic study are required; any number of new trips will generate a Multimodal Impact Fee. This will all be required at the time of final site plan review.*

Planning – *This parcel is not located in a special flood hazard area. This development may be subject to a Multimodal Impact Fee.*

Fire – *All development is to comply with the Florida Fire Prevention Code.*

Police – *Ensure proper lighting and security measures during site design.*

In addition, the following comments were received from the Florida Department of Transportation after transmittal of the agreement: *Two existing driveways to ramp from US 19 leading to Park Blvd*

must be removed and the sidewalk brought up to ADA compliance. New driveway should be centrally located on lot as a right-in (35' radius), right-out (25' radius) only. Contact Pinellas Operations Center.

Proposal:

The applicant has proposed a development agreement to be signed by the City, the Community Redevelopment Agency and the developer. This agreement will allow for the increased density of the hotel from 40 rooms per acre (84 rooms) to 45.6 rooms per acre (up to 96 rooms). The attached site plan (Exhibit "B") proposes 96 guest rooms. In addition, a variance to building height from 50 feet to 60 feet is included in the agreement.

Advantages:

This development could increase the value of the property and other properties in the surrounding area while bringing a higher and better use to the Community Redevelopment Area.

Disadvantages:

None perceived by staff.

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into this ____ day of _____ 2018, by and between **PINELLAS PARK HOSPITALITY, LLC**, a Florida limited liability company (the "Developer"), the **CITY OF PINELLAS PARK, FLORIDA**, a political subdivision of the State of Florida (the "City"), the foregoing sometimes being individually referred to herein as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, the *Florida Local Government Development Agreement Act*, §163.3220 – 163.3243 Florida Statutes (the "Act") authorizes the City to enter into binding Development Agreements with persons having a legal or equitable interest in real property located within the incorporated area of the City;

WHEREAS, by and pursuant to §163.3223 of the Act, the City adopted Ordinance No. 3748, §3, 10-28-2010, codified as §18-1503.18 of the City's Land Development Code (the "LDC"), which sets forth and establishes procedures and requirements with respect to entering into Development Agreements contemplated by the Act;

WHEREAS, the Developer is the fee simple title owner of approximately 2.1 acres of land located at 3845 Park Boulevard, within the incorporated area of Pinellas Park, Florida, the same being legally described on Exhibit A hereof (the "Property");

WHEREAS, the Property was previously developed and operated as a mobile home park; however, the Developer has closed and vacated the same and intends to redevelop the Property with a hotel;

WHEREAS, to accommodate the redevelopment of the Property with a hotel, the Developer has requested certain variances to the requirements of the LDC, more particularly described herein;

WHEREAS, the City and the Developer have determined that it would be mutually beneficial to enter into this Agreement to govern the matters set forth herein;

WHEREAS, the City has determined that entering into this Agreement is in the best interest of the City by enhancing the objectives of development and redevelopment in the Redevelopment Area (as defined in Resolution 88-76 of the City); and

WHEREAS, the Parties are desirous of entering into this Agreement to establish and set forth certain terms and conditions relating to the proposed redevelopment of the Property by the Developer, in accordance with the Act and the LDC.

NOW, THEREFORE, for an in consideration of the above recitals, the mutual covenants and agreements of the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City:

1. **Integration of Recitals.** The foregoing recitals are accurate, true and correct and constitute matters agreed to herein.

2. **Integration of the Act and the LDC.** This Agreement is made and entered into in compliance with and under the authority of the Act and the LDC and this Agreement shall be construed and implemented to effectuate the purposes and intent of the Act and the LDC. All terms and provisions of the Act and the LDC, existing as of the date of this Agreement, are expressly incorporated herein by reference

and made a part hereof. Capitalized or defined terms contained in the Act or the LDC shall be assigned the same meaning and import when used herein, unless context otherwise dictates.

3. **Effective Date.** This Agreement shall not be executed by or binding upon any Party until it has been adopted in conformity with the Act.

4. **Duration.** This Agreement shall continue in effect until terminated in the manner set forth herein, subject to a maximum initial term (the "Initial Term") of 10 years. The Initial Term hereof may be extended by the mutual consent of the Parties hereto in accordance with the Act and the LDC.

5. **Ownership of the Property.** The Property, as described in Exhibit A hereof, is owned, in fee simple, by the Developer.

6. **Land Use Designation.** The Property has a future land use designation of CRD – Community Redevelopment District under the City of Pinellas Park Comprehensive Plan (the "Comprehensive Plan").

7. **Zoning Classification.** The Property has a zoning classification of B1 – General Commercial District under the LDC.

8. **Permitted Use; Development Standards.** The Property shall be redeveloped in accordance with the following:

8.1 **Permitted Use.** The Property may be redeveloped in accordance with the Preliminary Site Plan attached as Exhibit B to this Agreement, for use as a limited service hotel. The foregoing is a permitted use under the LDC.

8.2 **Maximum Density.** A variance from the requirements the LDC is hereby granted to allow up to 45.6 guest room units per gross acre (i.e. up to 96 guest rooms) together with ancillary and related uses.

8.3 **Maximum Height.** The hotel shall not exceed 60' in height, excluding architectural features, parapet walls and mechanical equipment (including, but not limited to, HVAC systems and elevator structural elements).

8.4 **Setbacks.** Redevelopment of the Property shall comply with the applicable setback requirements of the LDC.

8.5 **Parking.** Redevelopment of the Property shall comply with the applicable off-street parking requirements of the LDC.

9. **Public Facilities.** Public facilities are adequate and available to serve the needs of the proposed redevelopment of the Property and service will not result in a decline of service as established by the City's Comprehensive Plan.

9.1 **Water.** Potable water service will be provided by the City's Public Works Department. No new or additional facilities will be required.

9.2 **Sanitary Sewer.** Sanitary sewer service will be provided by the City's Public Works Department. No new or additional facilities will be required.

9.3 **Reclaimed Water.** Reclaimed water service will be provided by the City's Public Works Department. No new or additional facilities will be required.

9.4 **Electric.** Electric utility service will be provided by Duke Energy. No new or additional facilities will be required.

9.5 **Natural Gas.** Natural gas utility service will be provided by Clearwater Gas. No new or additional facilities will be required.

9.6 **Stormwater.** Stormwater management is project-dependent rather than based upon the provision and use of public facilities and is not directly provided by the City. The design and construction of proposed stormwater facilities serving the Property will follow the requirements of the Southwest Florida Water Management District and will meet the requirements of the LDC.

10. **Reservation or Dedication of Land for Public Use.** The Developer shall reserve or dedicate, for public use in connection with the redevelopment of the Property, additional right-of-way consisting of five feet in width, along and adjacent to 76th Avenue North.

11. **Local Development Permits.** The required local development permits for redevelopment of the Property may include, without limitation, the following:

11.1 **Site Plan.** Site plan approval and associated utility licenses and engineering permits.

11.2 **Construction Plan.** Construction plan approval including site engineering and architectural plans.

11.3 **Multimodal Impact Fees.** Payment of Pinellas County Multimodal Impact Fees (administered through the City).

11.4 **Certificate of Occupancy.** A Certificate of Occupancy must be issued prior to opening for business with the public.

11.5 **Other Permits and Approvals.** Such other permits and approvals as are required by the City, Pinellas County, the Southwest Florida Water Management District (including, without limitation, an ERP permit), the Florida Department of Environmental Protection (including, without limitation, a NPDES permit) and/or any other local, state and/or federal regulatory or governmental agency having jurisdiction over the redevelopment of the Property.

12. **Consistency with the Comprehensive Plan and Land Development Regulations.** The City hereby finds that redevelopment of the Property, consistent with the terms of this Agreement, is consistent with the City's Comprehensive Plan and the LDC.

13. **Necessary Conditions, Terms and Restrictions.** The City finds that there are no other conditions, terms, or restrictions, other than as set forth herein, that are necessary to protect the public health, safety and welfare of its citizens.

14. **Compliance with Law.** The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing such permitting requirement, condition, term of restriction.

15. **Development Obligations.** Nothing contained herein shall bind the Developer to construct any physical improvements upon the Property; however, if the Developer should construct any physical improvements on the Property, such improvements shall be consistent with the development requirements set forth in this Agreement.

16. **Permit Applications.** The City shall accept and promptly review site construction plans and license applications for the Property and issue all necessary permits and approvals related thereto, subject to compliance and consistency with the Comprehensive Plan, the City's Code of Ordinances, the LDC, the Florida Building Code and this Agreement.

17. **Compliance with Subsequently Adopted Laws and Policies.** During the Initial Term of this Agreement (and any extension thereof, as provided above), the Property and the redevelopment thereof, shall not be subject to subsequently adopted laws and policies unless: (a) such laws or policies do not conflict with the laws and policies governing this Agreement and do not otherwise prevent or adversely affect the redevelopment of the Property as contemplated herein; or (b) substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or (c) such laws or policies are essential to the public health, safety, or welfare, and expressly state that they shall apply to all developments that are subject to a development agreement; or (d) the City conclusively demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or (e) this Agreement is based on substantially inaccurate information provided by the Developer. Should the City reasonably deem that any of the foregoing conditions exist or have occurred, the City shall promptly provide written notice thereof to the Developer; however, the application of any such new laws or policies shall not be effective for a period of not less than 180 days after the date of such notice and, in any event, shall have no effect upon any permit, approval or license previously issued by the City.

18. **Termination.** This Agreement shall automatically terminate and expire upon the occurrence of any of the following: (1) the expiration of the Initial Term of this Agreement or any extension thereof (by and pursuant to the terms of this Agreement, the LDC and the Act); (2) the revocation of this Agreement by the City in accordance with the Act or the LDC; (3) the execution of a written agreement by the Parties (or their respective successors in interest) providing for the cancellation and termination hereof.

19. **Right to Cure.** The Developer will not be deemed to have failed to comply with the terms of this Agreement until the City shall have first delivered written notice of the alleged non-compliance to the Developer and until the expiration of a reasonable period after receipt of such notice to cure such non-compliance.

20. **Covenant of Cooperation.** The Parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of the redevelopment of the Property.

21. **Compliance with State and Federal Law.** If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the Parties' compliance with this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws, with mutual consent.

22. **Binding Effect.** The obligations imposed pursuant to this Agreement upon the Parties and upon the Property shall run with and bind the Property as covenants running with the Property. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns.

23. **Amendment.** This Agreement may only be amended by a written instrument signed by the Parties hereto, in compliance with the Act and the LDC.

24. **Notices.** All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by personal delivery to the respective Party(ies) indicated below and addressed as follows:

To the Developer:
Pinellas Park Hospitality
Attn: Mike Desai
45 Louis Prima Drive
Suite 501
Covington, LA 70433

with a copy to:
Meridian Partners
Attn: Bryan W. Sykes, Esq.
4600 West Cypress Street
Suite 130
Tampa, FL 33607

To the City:
City of Pinellas Park
Attn: Doug Lewis, City Manager
5141 78th Avenue North
Pinellas Park, FL 33781

With a copy to:
Law Offices of James W. Denhardt
Attn: James W. Denhardt, City Attorney
2700 First Avenue North
St. Petersburg, FL 33713

Notices shall be deemed delivered upon receipt or refusal of service.

25. **Default.** In the event any Party is in default of any provision hereof, any non-defaulting Party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting Party written notice of the same pursuant to this Agreement. The defaulting Party shall have 30 business days from the receipt of such notice to cure the default. If the defaulting Party timely cures the default, this Agreement shall continue in full force and effect. If the defaulting Party does not timely cure such default, the non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

26. **Non-Action or Failure to Observe Provisions of this Agreement.** The failure of a Party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that such Party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

27. **Applicable Law and Venue.** The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit, in and for Pinellas County, Florida, for State actions and in the United States District Court for the Middle District of Florida for federal actions, to the exclusion of any other venue.

28. **Construction.** This Agreement has been negotiated by the Parties, and the Agreement shall not be deemed to have been prepared by any Party, but by all equally.

29. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement

shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

30. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party to be charged.

31. **Certification.** The City shall, at any time and from time to time hereunder, upon not less than 10 days' prior written notice from the Developer, execute, acknowledge and deliver to the Developer and/or the Developer's lender (upon the request of the Developer) a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect, or, if there have been modifications, that this Agreement, as modified, is in full force and effect, together with a statement as to the nature and extent of such modifications.

32. **Execution.** The Developer shall execute this Agreement prior to the date on which the City Council considers this Agreement for final approval.

33. **Approvals.** Whenever this Agreement calls for the consent or approval of a Party hereto, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

34. **Third Party Beneficiaries.** The rights and obligations of the Parties set forth in this Agreement are personal to the Parties, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

35. **Caption or Section Headings.** Captions and section headings contained in this Agreement are for convenience and reference only, and in no way, define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

36. **Force Majeure.** All time periods or deadlines provided in this Agreement shall be automatically extended for delays caused by Acts of God, strikes, riots, hurricanes or other causes beyond the reasonable control of the affected party.

37. **Entire Agreement.** This Agreement, and all the terms and provisions contained herein constitutes the full and complete agreement and understanding between the Parties hereto with respect to the matters contained herein, and expressly supersedes and replaces all prior inconsistent agreements, arrangements, understandings, representations, correspondence and statements whether written or oral.

SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE

(remainder of page intentionally left blank)

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first set forth above.

Witnesses:

Name: _____

Name: _____

Attest:

Name: _____
City Clerk

Approved as to form and content:

Name: _____
City Attorney

DEVELOPER:

PINELLAS PARK HOSPITALITY, LLC
a Florida limited liability company

By: _____

Name: _____

Title: _____

CITY:

CITY OF PINELLAS PARK, FLORIDA
a political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

Exhibit A
Legal Description of the Property

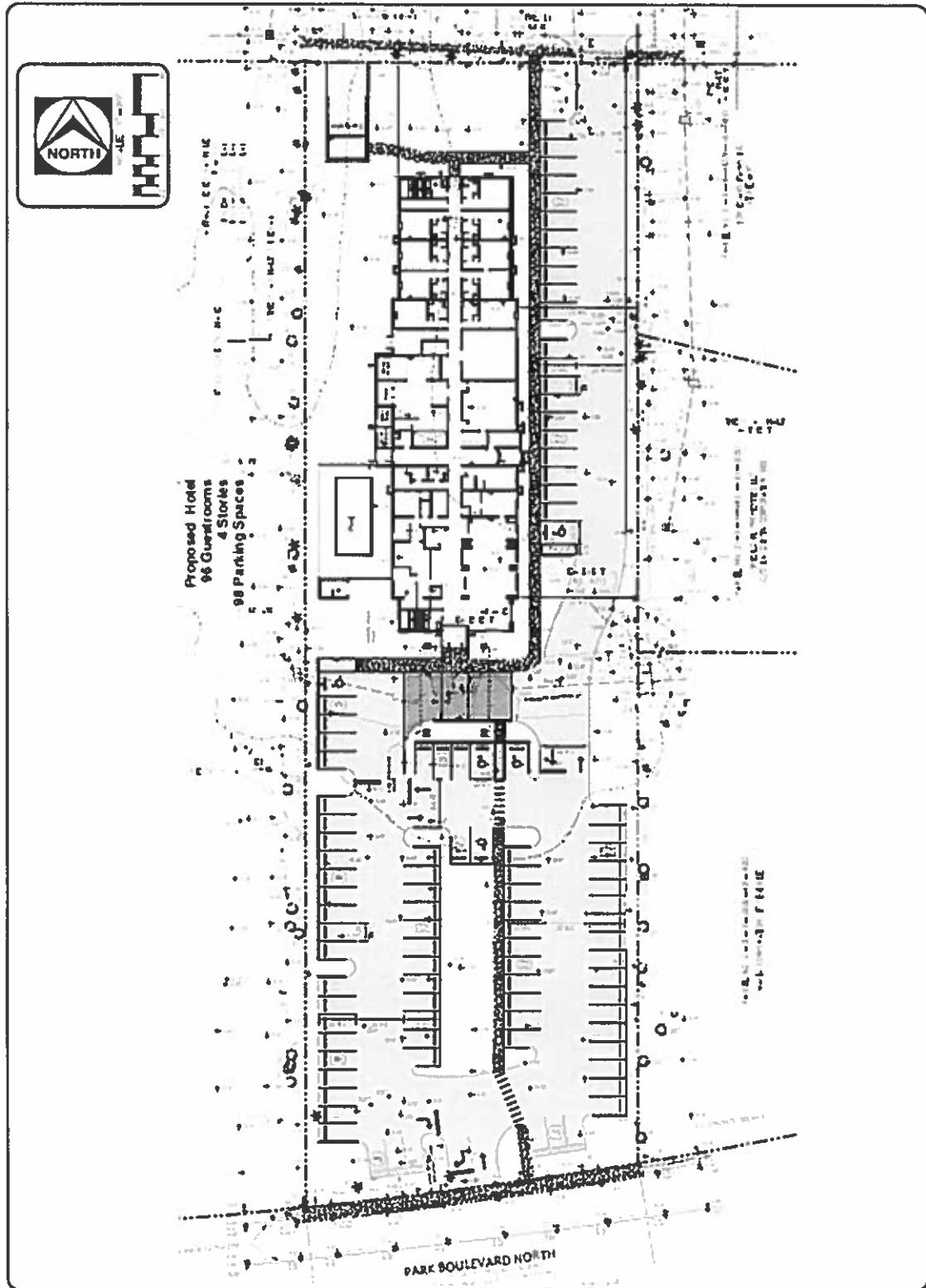
Parcel One

The East 64.25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 27, Township 30 South, Range 16 East, Pinellas County, Florida, LESS the North 20 feet and LESS the South 50 feet for public streets; a/k/a Lot 1, Block 6, of unrecorded map of Haines Road Farms and LESS that portion taken by order of taking 74-1503-16 F.J. filed 12-23-76, in O.R. Book 4492, Page 1498, amended 1-5-77, in O.R. Book 4496, Page 2136, Public Records of Pinellas County, Florida.

Parcel Two

The West 100 feet of the East 164.25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 27, Township 30 South, Range 16 East, LESS the South 50 feet and LESS the North 20 feet for streets (otherwise known as Lot 2, Block 6, according to an unrecorded map of Haines Road Farms), Pinellas County, Florida.

Exhibit B
Preliminary Site Plan



City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

April 13, 2018

Ms. Anna Weaver
Interim Zoning Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100



RE: City Document #18-107
Development Agreement DA 2018-1

Dear Ms. Weaver:

I have received and reviewed the above-reference Development Agreement. I note that paragraph 20 and paragraph 33 appear to be redundant. I would recommend deleting paragraph 33, and renumbering the remaining paragraphs accordingly. With that change, and assuming that the legal description in Exhibit A is correct, I would approve of the Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Asst. City Manager

JWD/dh
18-107.04132018.LAW.DevAgmt DA 2018 1.wpd



PRINTED ON RECYCLED PAPER

City of Pinellas Park, Florida
APPLICATION FOR MISCELLANEOUS CASES

FOR OFFICE USE ONLY

CASE # DA 15-2018-1 PZ MEETING: 3/1/18 CC MEETING: 4/12/18
PLAT SHEET: F-4 RELATED CASES: CU 2018-4 RECEIPT NUMBER: _____
ZONING DISTRICT: B-1 LAND USE DESIGNATION: CAD DATE RECEIVED: 1/5/18

REQUEST AND PROPERTY INFORMATION

REQUEST (CHECK ONE):

- ☐ Preliminary site plan approval ("M-1" & "IH" abutting or functionally abutting residential/mixed use zoning districts)
☐ Preliminary site plan approval "T-2", "P", "OS", "PRES"
☐ Alcoholic Beverage Waiver
☐ Waiver of Separation Requirements for Clubs/Lodges
☐ Landscape Waiver
☐ Release of Unity of Title
☒ Lot Line Adjustment
☐ Other Miscellaneous

SPECIFIC REQUEST: development agreement to increase hotel density from 40 ufa to 50 ufa

GENERAL LOCATION OF PROPERTY OR ADDRESS: 3845 Park Blvd

PROPERTY SIZE (Acreage / Square Feet): 2.1 ac

CURRENT USE (Number and Type of Buildings): _____

PARCEL NUMBER(S): _____

LEGAL DESCRIPTION: LOT _____, BLOCK _____, SUBDIVISION _____

OR METES AND BOUNDS DESCRIPTION (attach is lengthy): _____

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: _____ PHONE: (____) _____

ADDRESS/CITY/ZIP: _____

AUTHORIZED AGENT: see CU 2018-4 PHONE: (____) _____

ADDRESS/CITY/ZIP: _____

OTHER REPRESENTATIVE: _____ PHONE: (____) _____

ADDRESS/CITY/ZIP: _____

* no need for
CU application with
development
agreement

City of Pinellas Park, Florida
APPLICATION FOR CONDITIONAL USE

FOR OFFICE USE ONLY

CASE # CU 2018-4 PZ MEETING: 3/1/18 CC/CRA MEETING: 4/12/18
PLAT SHEET: F-4 RELATED CASES: DA 2018-1 RECEIPT NUMBER: _____
ZONING DISTRICT: B-1 LAND USE DESIGNATION: CPD DATE RECEIVED: 1/5/18

REQUEST AND PROPERTY INFORMATION

SPECIFIC REQUEST: _____

To allow increase in density from 40 UPA to 45.6 UPA, and building height from 50' to 56'.

GENERAL LOCATION OF PROPERTY OR ADDRESS: 3845
3800 Park Boulevard, Pinellas Park, Florida 33781

PROPERTY SIZE (Acreage / Square Feet): 2.1 acres (91,682sf)

CURRENT USE (Number and Type of Buildings): Mobile Home Park

PARCEL NUMBER(S): 27-30-16-00000-420-1400

LEGAL DESCRIPTION: LOT 1400, BLOCK 420, SUBDIVISION 00000

OR METES AND BOUNDS DESCRIPTION (attach is lengthy):

See attached Legal Description on Site Plan Sheet C1.1.

CONDITIONAL USE SPECIAL REQUIREMENTS

NUMBER OF CONDITIONS REQUIRED (SECTION 18-1531.10): Two (2)

HAVE ALL CONDITIONS BEEN MET? X YES _____ NO

LIST SPECIAL REQUIREMENT(S) REQUESTED TO BE WAIVED (ATTACH LETTER EXPLAINING REASON A WAIVER SHOULD BE GRANTED): _____

See Attached Narrative

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: Pinellas Park Hospitality, LLC. PHONE: ()

MAILING ADDRESS/CITY/ZIP: 45 Louis Prima Drive, Suite 501, Covington, Louisiana 70433

AUTHORIZED AGENT: Housh Ghovae, Northside Engineering, Inc. PHONE: (727) 443-2869

MAILING ADDRESS/CITY/ZIP: 300 South Belcher Road, Clearwater, Florida 33765

OTHER REPRESENTATIVE: _____ PHONE: ()

MAILING ADDRESS/CITY/ZIP: _____

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS:

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

See Attached Letter of Authorization

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property:

ADDRESS OR GENERAL LOCATION:

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

3. That the undersigned (has/have) appointed and (does/do) appoint _____ as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

SIGNED (PROPERTY OWNER)

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
(Date)

By _____
(Name of person acknowledging and title of position)

who is personally known to me or who has produced _____
(Type of identification)

as identification and who did (did not) take an oath.

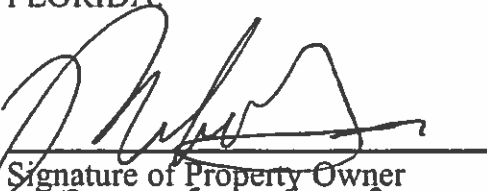
(SEAL ABOVE)

Notary Public, Commission No. _____

Name of Notary typed, printed or stamped)

LETTER OF AUTHORIZATION

This letter will serve as authorization for **Housh Ghovae** with Northside Engineering, Inc. to act as an agent for: **Pinellas Park Hospitality, LLC.** and to execute any and all documents related to securing permits and approvals for the construction on the property generally located: **3845 Park Boulevard**, (Pinellas Park) lying within PINELLAS County, State of FLORIDA.


Signature of Property Owner

Mike Desai
Print Name of Property Owner

45 Louis Prim Pinellas Park

Address of Property Owner

Owner
Title

Covington La 70437
City/State/Zip Code

601-415 9518
Telephone Number

State of Florida

County of Pinellas

The foregoing instrument was acknowledged before me this 3 day of Jan, 2018, by Pat McMorris, as Mike Desai who is personally known to me or who has produced Drivers license as identification and who did (did not) take an oath.



Pat McMorris
(Signature)

Notary Public

Commission # 95159

Expires: July 20 2020

(SEAL ABOVE)

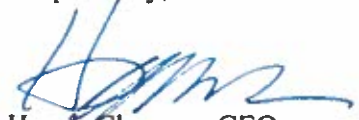
Pat McMorris (Name of Notary Typed, Printed or Stamped)

Narrative for Hampton Inn Conditional Use

January 4th, 2018

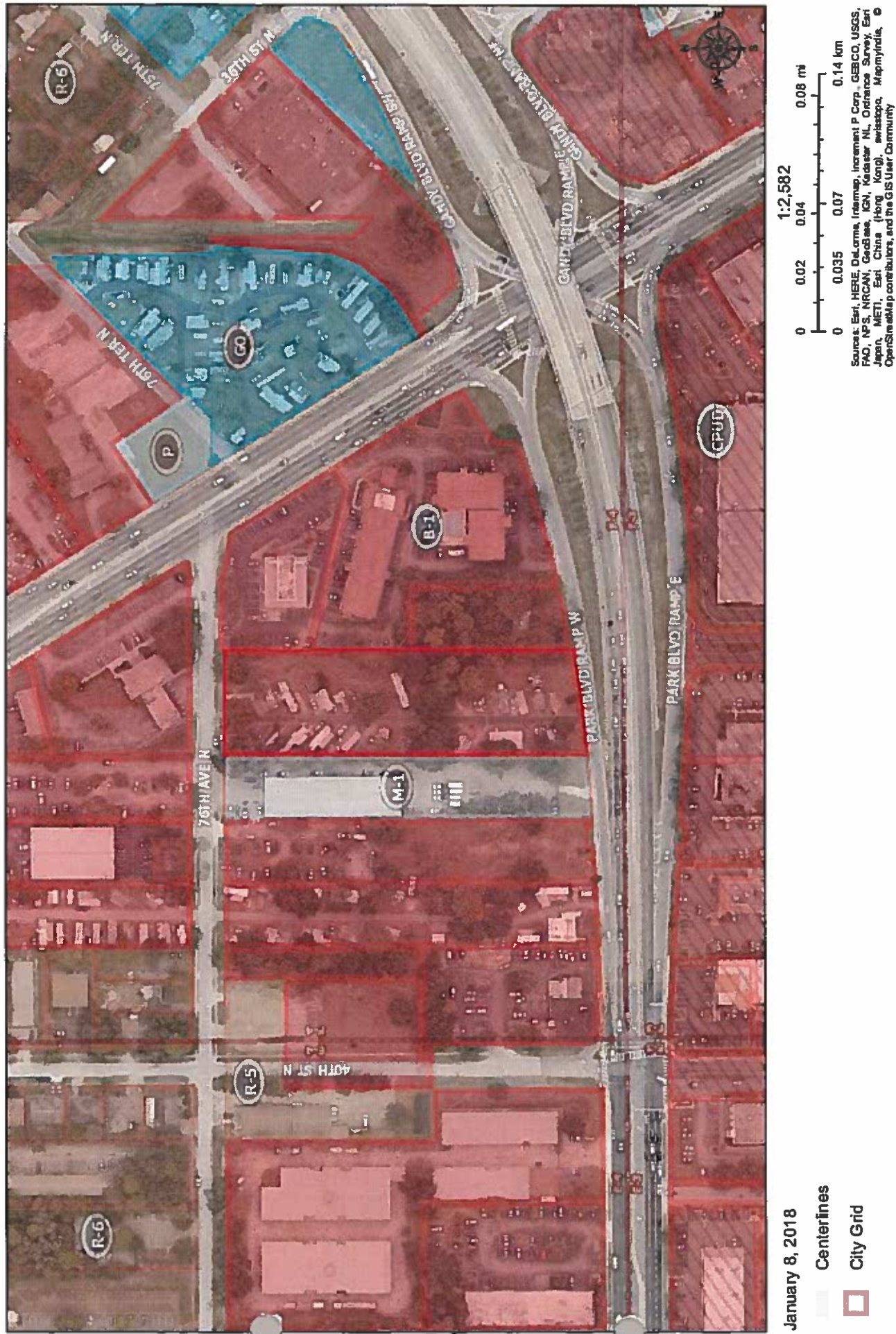
1. Requesting to increase density in CRD from 40 units per acre to 45.6 units per acre. With land area of 2.1 acres, 40 units per acre will yield 84 rooms. The increase to 96 rooms will make the site feasible and functional for construction of a hotel at this location. This additional density is consistent with the county-wide land use but the city of Pinellas Park has not adopted the increase. The change of use from a Mobile Home Park to Hotel will positively affect the insurance cost to the city due to FEMA, also the image and tax increase.
2. Requesting to increase height from 50 feet to 56 feet. The 6-foot increase is negligible and will allow for the parapet walls and wall for signage.

Respectfully,



Housh Ghovaei, CEO
Northside Engineering, Inc.

DA 2018-1 development agreement to increase density for proposed hotel (3845 Park Blvd)



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City of Pinellas Park

Staff Report

File #: 18-427, **Version:** 1

Agenda Date: 5/10/2018

CONSIDERATION OF A REQUEST FOR A MINOR AMENDMENT TO A PREVIOUSLY APPROVED “RPUD” RESIDENTIAL PLANNED UNIT DEVELOPMENT OVERLAY AND MASTER PLAN TO RECONFIGURE THE BUILDINGS AND REDUCING THE NUMBER OF STRUCTURES WHILE MAINTAINING THE NUMBER OF APPROVED DWELLING UNITS. (PUD 2017-4(R), Sandahl Trust)

NOTE: Pursuant to Section 18-1529.12(B) of the Land Development Code, the applicant has requested a minor amendment to the PUD Master Plan, specifically reducing the number of residential structures (three) and combining the total number of approved units into one four story building on the property with elimination of the proposed club house and pool and replaced with tot lot, shuffle board, splash pad, covered picnic area and rest rooms. The changes included in this amendment qualify for approval by City Council without a public hearing or public notice. Staff has comments regarding site design that could be remedied during final site plan review and confirms that the intent of the Master Plan has not changed.

ACTION: (Approve - Deny) After review of the Master Plan and the review criteria of Section 18-1539.3 and Section 18-1529.12, I move to APPROVE/DENY Case No. PUD 2017-4(R) for the acceptance of a minor amendment to the Master Plan within an “RPUD” Residential Planned Unit Development Overlay (“B-1” underlying zoning) or a zoning classification of lesser intensity as identified in Chapter 18, Land Development Code of the City Code of Ordinances on 3.428 acres (M.O.L.) of land generally located at 7875 and 8011 49th Street for the development of 82 multifamily residential units, subject to the following condition:

1. All previous conditions of approval and Master Site Plan waivers/variances in PUD 2017-4 shall remain in full force and effect.



Kelly Collins <kcollins@pinellas-park.com>

Fwd: Resolution 18-09

1 message

Nichole Strickland <nstrickland@pinellas-park.com>
To: Kelly Collins <KCollins@pinellas-park.com>

Fri, May 4, 2018 at 3:54 PM

Thank you,

Nichole Strickland, MMC
Deputy City Clerk
City Clerks Office
City of Pinellas Park
(727) 369-0618

PLEASE NOTE: All electronic mail sent to and from the City of Pinellas Park is subject to the Public Records provision of the Florida Statutes, and may be released as part of a public records request.

----- Forwarded message -----

From: **James W. Denhardt** <denhardtlaw@aol.com>
Date: Fri, May 4, 2018 at 3:52 PM
Subject: Re: Resolution 18-09
To: nstrickland@pinellas-park.com

Dear Ms. Strickland,

Attached is a revised Resolution 18-09. I would approve of the attached revised Resolution as to form and correctness.

Very truly yours,

Lauren Christ Rubenstein
Denhardt and Rubenstein
Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400
(727) 323-0888 (Facsimile)
DenhardtLaw@aol.com

CONFIDENTIALITY NOTE: The information contained in this transmission may be privileged and confidential information, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have

received this transmission in error, please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

Sent from [AOL Desktop](#)

In a message dated 5/4/2018 3:20:59 PM Eastern Standard Time, nstrickland@pinellas-park.com writes:

Thank you,

Nichole Strickland, MMC
Deputy City Clerk
City Clerks Office
City of Pinellas Park
(727) 369-0618

PLEASE NOTE: All electronic mail sent to and from the City of Pinellas Park is subject to the Public Records provision of the Florida Statutes, and may be released as part of a public records request.



Resolution 18-09.docx

18K

RESOLUTION NO. 18-09.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, AMENDING A MASTER PLAN PREVIOUSLY INCORPORATED AS EXHIBIT "B" IN ORDINANCE NO. 4040, PROVIDING FOR THE DEVELOPMENT OF PROPERTIES GENERALLY LOCATED AT 7875 AND 8011 49TH STREET, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pinellas Park has received an application to amend a Master Plan, which was previously adopted by City Council on September 21, 2017 in Ordinance 4040, for the development of the properties at 7875 and 8011 49th Street.

WHEREAS, the City's Land Development Code provides for City Council approval of minor amendments to the Master Plan without public notice or a public hearing.

WHEREAS, the amended Master Plan decreases the number of buildings on the site from four to three.

WHEREAS, the amended Master Plan does not change the density from what was originally approved by Ordinance 4040.

WHEREAS, the City Council has determined the minor amendments in Exhibit "A" comply with Section 18-1529.12(B), Changes and Amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That Exhibit "A", the revised Master Plan, which is attached hereto and made a part hereof by this Resolution shall

be controlling as to the development of PUD 2017-4R, which is located at 7875 and 8011 49th Street.

SECTION TWO: That this Resolution shall be in full force and effect immediately upon its adoption and approval in the manner provided by law.

PUBLISHED THE _____ DAY OF _____, 2018.

FIRST READING _____ DAY OF _____, 2018.

PUBLIC HEARING THE _____ DAY OF _____, 2018.

ADOPTED THIS _____ DAY OF _____, 2018.

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2018.

Sandra L. Bradbury

MAYOR

ATTEST:

Diane M. Corna, MMC

CITY CLERK

EXHIBIT "A"

MASTER SITE PLAN

(Prepared by Tampa Civil Design)

I. GENERAL INFORMATION

A. Request:

Consideration of a request for a minor amendment to a previously approved "RPUD" Residential Planned Unit Development Overlay and Master Plan to reconfigure the buildings and reducing the number of structures while maintaining the number of approved dwelling units.

B. Proposed use: 82 unit multifamily residential development

C. Location: 7875 and 8011 49th Street

D. Site Area: 3.428 acres (MOL)

E. Land Use Plan Designation: Community Redevelopment District (CRD)

Zoning Classification: "B-1" General Commercial Zoning with "RPUD"
Residential Planned Unit Development Overlay

F. Public Notification: N/A

G. Legal Advertising: N/A

H. Legal Description: See attached Exhibit "A"

II. SITE AND VICINITY CHARACTERISTICS

A. Zoning/Development History:

The subject property consists of two parcels. The northern parcel was platted as Block 3, Lots 1, 2 & 3 of the Allamanda Park Subdivision. The southern parcel was part of the Pinellas Farms plat of 1911. These two parcels were separated by 80th Avenue, a 30' wide right-of-way, a portion of which was vacated in 1984 by Resolution No. 1984-22 with the retention of an easement that contains a pipe. Both properties were developed in the 1970s and have supported automotive type businesses, to include automotive repair and automobile, RV and boat sales. A PUD Overlay was approved on September 21, 2017 by Ordinance No. 4040 to develop 82 multifamily residential units in two 4-story and one 3-story apartment building along with a 2,500 square foot clubhouse and pool. This amendment proposes one 4-story building to include 82 units and a rental office. Outdoor amenities will be provided in the increased amount of open space on the site.

B. Site Characteristics:

This property fronts 80th Terrace to the north and 49th Street to the west. There is approximately 600 feet of frontage on 49th Street. There is also a 30 foot utility and drainage easement over the previously vacated 80th Avenue right-of-way.

C. Vicinity Characteristics:

AREA	ZONING	LAND USE	EXISTING CONDITIONS
NORTH	B-1	CRD	Les Beauty Salon
SOUTH	B-1	CRD	D&A Auto Service, Vincent House
EAST	R-6	CRD	Hillmar Apartments
WEST	B-1	CRD	49 th Street R-O-W, PAC parking lot, National Auto Service Center, A&L Fresh Produce

D. Essential Services Summary:

Assistant City Manager: No objection

Zoning: No objection

CRA Coordinator: No objection

Life Safety Management: *All development to comply with the FL Fire Prevention Code. Drive access does not appear*

to meet the Code.

RESPONSE: Acknowledged by architect in the case file.

Building Division:

Note: FL Building Code will require rated walls on 5 foot setbacks.

Army Reserve Medical Command:

Not received

Pinellas County Schools:

No objection

Community Planning:

No objection

Police Department:

No objection

PPWMD:

Not received

Public Works Divisions:

Administrator:

See Construction Services comments

Construction Services:

- 1. A minimum of a 20' ingress/egress easement is required along the 80th Avenue N. right-of-way for ditch maintenance access. The 20' is from top of bank. This area must be clear and the fence cannot run along the ditch and must be at the easement line. As the plans show now there is a sidewalk and fence obstruction. The PPWMD has proposed plans to remove the neighboring parcel's fence and clear that area and this easement will be accessed from 47th Street N.*
- 2. A drainage easement will be required over any of the 80th Avenue N. ditch within the private parcel.*
- 3. There are no measurements on the plan but please make sure that the south driveway meets code. 25' from the property line.*
- 4. Pinellas County approval and permit required.*
- 5. PPWMD review and approval letter required.*
- 6. Utility easement may be required along 49th Street N. depending upon location of utilities and meters.*
- 7. PUD plan has an error and shows 49th Street N. as SR 611. This has been transferred to the County and is now CR 611.*

Utilities Director:
Transportation and Stormwater Div:

No objection
No objection

III. MASTER PLAN REVIEW

- A. Ingress and egress to the development and proposed structures and all with particular reference to automotive and pedestrian safety, separation of automotive traffic and control, provision of services and servicing of utilities and refuse collection and ingress/egress in case of fire, catastrophe and emergency.

Analysis: Interior circulation within the site should be improved by this amendment since there are fewer buildings proposed and the parking field is collected into one area. There are accessible paths for pedestrians throughout the site.

Traffic impacts are as follows:

1. Characteristics:

ACCESS / DESIGNATION	
49 th Street	Arterial
EXISTING CONDITIONS	
49 th Street	6-lane divided

2. Trip Generation:

BY PREVIOUS USE - auto repair and boat sales
28.4 trips/1,000 SF x 5,600 SF = 159 trips per day
33.3 trips/1,000 SF x 6,472 SF = 216 trips per day
TOTAL = 375 trips per day
BY PROPOSED USE - 82 apartments
6.6 trips/dwelling x 82 units = 541 trips per day

3. Level of Service:

49 th Street	LOS D
-------------------------	-------

**LOS is not classified for local streets.*

- B. Location and relationship of off-street parking and off-street loading facilities to driveways and internal traffic patterns within the proposed development with particular reference to automotive and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping.

Analysis: This amendment to the plan does not affect the driveways; however, the parking facility

emergency access and circulation should improve with this amendment.

- C. Sufficiency of setbacks, screens, buffers and general amenities to preserve internal and external harmony and compatibility with uses inside and outside the proposed development and to control adverse effects of noise, lights, dust, fumes, and other nuisances.

Analysis: The setbacks, screening, buffers and general amenities are not being modified. The new design increases the amount of open space.

- D. Drainage on the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. City Council may grant approval, subject to approval by the City Manager, or his designee, of a drainage plan as required by the City Drainage Code.

Analysis: The retention area has been relocated and the change in design will increase the amount of pervious area on the site. This retention will be subject to approval by the Southwest Florida Water Management District during final site plan review.

- E. Availability and compatibility of hook-in locations between the project and necessary utilities.

Analysis: Existing infrastructure for water and sewer services is adequate and reasonably available to meet the needs of the site.

- F. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with adjacent properties.

Analysis: Any signage desired will need to meet the requirements of Article 6, Signs, of the Land Development Code and will be reviewed with Final Site Plan Review. Exterior lighting shall be limited to internal vehicular use areas and shall not spill over into abutting properties or rights-of-way as much as possible by installation of cut-off fixtures that direct light to the pavement.

- G. Orientation and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development surrounding landscape.

Analysis: The building is proposed 5 feet from the south and 10 feet from the east property lines in order to allow a large parking field in the front along with ample open space for amenities on the north end of the site. The approved site plan had a clubhouse and pool, these recreation facilities are being replaced with tot lot, splash pad, shuffle board court, covered picnic area and rest rooms

- H. Proximity, relationship and compatibility of existing and proposed surrounding land use.

Analysis: Existing uses should not be impacted by the proposed PUD amendment.

- I. General amenities included as part of the development to complement the character of the

surrounding area.

Analysis: Amenities shown on the site plan include shuffleboard, tot lot, splash pad and picnic area. There is 32.5% total pervious surface, to include the pond area, proposed with this amendment.

J. Treatment and location of handling of solid waste disposal.

Analysis: The proposed amendment does not impact solid waste disposal.

K. Landscaping and preservation of natural or man-made features of the site including trees and other vegetation.

Analysis: There will be more open space on the site allowing for additional landscaping.

V. MOTION

After review of the Master Plan and the review criteria of Section 18-1539.3 and Section 18-1529.12, I move to APPROVE/DENY Case No. PUD 2017-4(R) for the acceptance of a minor amendment to the Master Plan within an "RPUD" Residential Planned Unit Development Overlay ("B-1" underlying zoning) or a zoning classification of lesser intensity as identified in Chapter 18, Land Development Code of the City Code of Ordinances on 3.428 acres (M.O.L.) of land generally located at 7875 and 8011 49th Street for the development of 82 multifamily residential units, subject to the following condition:

1. All previous conditions of approval and Master Site Plan waivers/variances in PUD 2017-4 shall remain in full force and effect.



Anna Weaver <aweaver@pinellas-park.com>

PUD 2017-4(R) comments

Carlos Yepes <cyepes@belleairgroup.com>

Wed, Apr 18, 2018 at 1:29 PM

To: Anna Weaver <aweaver@pinellas-park.com>, Christian Yepes <Christian@belleairgroup.com>

Anna, in reference to the comments I am attaching a letter form the architect to acknowledge that we are aware of the requirements and it is nothing out of the ordinary.

In regards to the fire, our civil engineer is sending Gary an Exhibit to reflect that we can maneuver the fire truck within the site. That should happened today.

I prefer to go to obtain the modification with no comments.

Thank you for all of your years of service to Pinellas Park and their customers.
We all will miss you.

Thanks

Carlos Yepes

Belleair Development Group

6654 78th Ave. N.

Pinellas Park, Fl 33781

Ph: 727-536-8686

Fax: 727-536-4356

Cell: 727-463-8686

www.belleairgroup.com

From: Anna Weaver [mailto:aweaver@pinellas-park.com]

Sent: Friday, April 13, 2018 2:50 PM

To: Carlos Yepes; Christian Yepes

Subject: Fwd: PUD 2017-4(R) comments

See comments below from Aaron Petersen on the Sandahl property. If you are able to address these within the next week, we can remove them from the staff report to Council. Otherwise, they may be a topic of discussion when Council reviews.

[Quoted text hidden]

Sandahl PUD Amendment.pdf
515K

C1



2600 Dr. MLK Jr. Street N., Suite 600, St. Petersburg, FL 33704 #AA 0003347
(P) 727-323-5676 (F) 727-323-5826
email: info@architectonicsstudio.com <http://www.architectonicsstudio.com>

April 18, 2018

To: City of Pinellas Park
6051 78th Avenue N.
Pinellas Park, FL 33781

Re: Sandahl Property PUD Amendment
7875 and 8011 49th Street

Our office acknowledges that the code requires rated walls on the 5'-0" setbacks to property line. Building design shall be in accordance with the Florida Building Code (6th Edition) 2017.

Proposed structure anticipated to be a 4-story, Type 5A construction with 1-hour rated exterior bearing walls per FBC Chapter 6, Table 601.

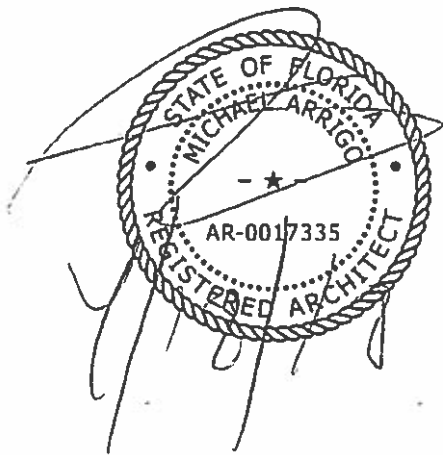
Per Section 602.1 General.

Buildings and structures erected or to be erected, altered or extended in height or area shall be classified in one of the five construction types defined in Sections 602.2 through 602.5. The building elements shall have a *fire-resistance rating* not less than that specified in Table 601 and exterior walls shall have a *fire-resistance rating* not less than that specified in Table 602. Where required to have a *fire-resistance rating* by Table 601, building elements shall comply with the applicable provisions of Section 703.2. The protection of openings, ducts and air transfer openings in building elements shall not be required unless required by other provisions of this code.

If I can be of further assistance, please call me at 727-323-5676.

Sincerely,

Michael Arrigo
Architect - Vice President
AR0017335



City of Pinellas Park, Florida
APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD)

FOR OFFICE USE ONLY

CASE #: PUD 2017-4(2) PZ MEETING: _____ C/CRA MEETING: 5/10/18
PLAT SHEET: D-5 RELATED CASES: MS 2017-35 RECEIPT NUMBER: 243128
ZONING DISTRICT: B-1 LAND USE DESIGNATION: CRD DATE RECEIVED: 4/5/18

REQUEST AND PROPERTY INFORMATION

REQUEST: Minor amendment to existing approved PUD 2017-4/MS 2017-35 allowing 82 multifamily units.

GENERAL LOCATION OF PROPERTY OR ADDRESS: 7875 & 8011 49TH STREET N, PINELLAS PARK, FL

PROPERTY SIZE (Acreage or Square Feet): 3.43 AC

CURRENT USE, NUMBER AND TYPE OF BUILDINGS: BOAT SALE & MARINE EQUIPMENT, AUTO GARAGE

4 BUILDINGS (3 CONCRETE BLOCK, 1 METAL FRAME)

PARCEL NUMBER(S): 28-30-16-69858-100-3102 & 28-30-16-00378-003-0010

LEGAL DESCRIPTION: LOT 31 / 1,2,3, BLOCK 2 / 3, SUBDIVISION PINELLAS FARMS / ALLAMANDA PARK

OR METES AND BOUNDS DESCRIPTION (attach if lengthy):

OWNER/APPLICANT INFORMATION

PROPERTY OWNER: SANDAHL, CRAIG W TRE PHONE: (____) _____

ADDRESS/CITY/ZIP: 8810 BOONEVILLE RD., WEST DES MOINES IA 50266-8100

AUTHORIZED AGENT: CARLOS YEPES PHONE: (727) 536-8686

ADDRESS/CITY/ZIP: 6654 78TH AVE N., PINELLAS PARK, FL 33781

OTHER REPRESENTATIVE: _____ PHONE: (____) _____

ADDRESS/CITY/ZIP: _____

AFFIDAVIT OF OWNERSHIP

STATE OF FLORIDA - COUNTY OF PINELLAS

NAME OF ALL PROPERTY OWNERS, being first duly sworn, depose(s) and say(s):

SANDAHL TRUST

SANDAHL, CRAIG W TRE

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property, to wit:

ADDRESS OR GENERAL LOCATION:

8011 49TH STREET N., PINELLAS PARK, FL

LEGAL DESCRIPTION OF PROPERTY. Type legal directly on this sheet. If too lengthy, type on separate sheet titled "Exhibit A" and attach:

SEE ATTACHED

2. That this property constitutes the property for which an application is being made to the City of Pinellas Park, Florida (NATURE OF REQUEST):

APPLICATION FOR PLANNED UNIT DEVELOPMENT

3. That the undersigned (has/have) appointed and (does/do) appoint Carlos Yepes as (his/their) agent(s) to execute any petitions or other documents necessary to affect such application.

4. That this affidavit has been executed to induce the City of Pinellas Park, Florida, to consider and act on the above described property; to include City representatives to enter upon property to make inspections as are necessary to visualize site conditions and/or determine compatibility.

Craig W Sandahl

SIGNED (PROPERTY OWNER)

SIGNED (PROPERTY OWNER)

STATE OF ~~FLORIDA~~ Texas
COUNTY OF Dallas



(SEAL ABOVE)

The foregoing instrument was acknowledged before me this 6-8-17

By Craig Sandahl (Date)
Molly Skoda, Notary of Public
(Name of person acknowledging and title of position)

who is personally known to me or who has produced Driver License
(Type of identification)

as identification and who did (did not) take an oath.

Molly Skoda Notary Public, Commission No 789729

Molly Skoda (Name of Notary typed, printed or stamped)

Prepared by and return to:

Stephen G. Watts
Attorney at Law
Stephen G. Watts, P.A.
606 Druid Road East
Clearwater, FL 33756
727-461-3232
File Number: 04-101
Will Call No.: 495

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 30th day of November, 2004 between Florida Builders & Management Corp., a Florida corporation whose post office address is 8810 Booneville Road, West Des Moines, IA 50266-8096, grantor, and Coastal Boat Sales, Inc., a Florida corporation whose post office address is 10851 49th Street North, Clearwater, FL 33762, 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 TEN AND NO/100 DOLLARS (\$10.00) 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:

Farm 31 of Section 28, Township 30 South, Range 16 East, as shown by plat of PINELLAS FARMS, recorded in Plat Book 7, Pages 4 and 5, public Records of HILLSBOROUGH County, Florida, of which Pinellas County was formerly a part, LESS the following four tracts in said Farm 31: (1) The East 300 feet thereof; (2) the South 303.5 feet of the West 151.37 feet of the East 451.37 feet; (3) Lot "A", LINEBERGER SUBDIVISION, according to the plat thereof recorded in Plat Book 56, Page 24, public records of Pinellas County, Florida; (4) that part lying within 50 feet of survey line of State Road S-691 as described in Order of Taking recorded in OR Book 2954, Page 448, all being in the public records of Pinellas County, Florida.

Parcel Identification Number: 28-30-16-69858-100-3102

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Cynthia Y. Cox
Witness Name: CYNTHIA Y. COX

Sherrice A. Markle
Witness Name: Sherrice A. Markle

Florida Builders & Management Corp., a Florida corporation

By: Stephen G. Watts, V.P.
Stephen G. Watts, Vice President

(Corporate Seal)

State of Florida
County of Pinellas

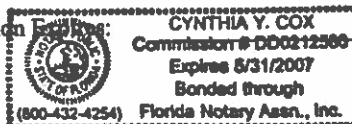
The foregoing instrument was acknowledged before me this 30th day of November, 2004 by Stephen G. Watts, Vice President of Florida Builders & Management Corp., a Florida corporation, on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]

Cynthia Y. Cox
Notary Public

Printed Name: CYNTHIA Y. COX

My Commission Expires:





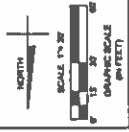
FORN-INT. TRAVEL ADVISORIES

Output

PALMETTO POINT APARTMENTS

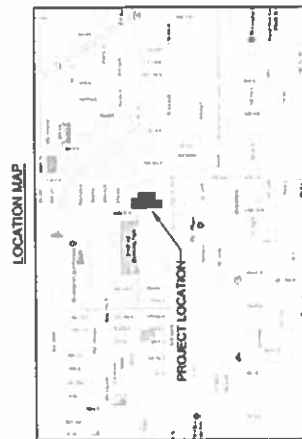
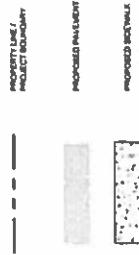
PROJECT 10-478

TAMPA CIVIL DESIGN
17557 HUNTING BOW CIRCLE 5-102
LUTZ, FL 33558
(813) 820-2005 PHONE
(813) 452-5125 FAX
WWW.TAMPACIVIL.COM

[illegible]

NOTE: ALL LANDSCAPE GRASSES & BULBS FROM AREAS ARE
 SUBJECT TO CHANGE DURING PERMITTING PROCESS AND
 INTENT WILL BE MAINTAINED

LEGEND



LOCATION MAP

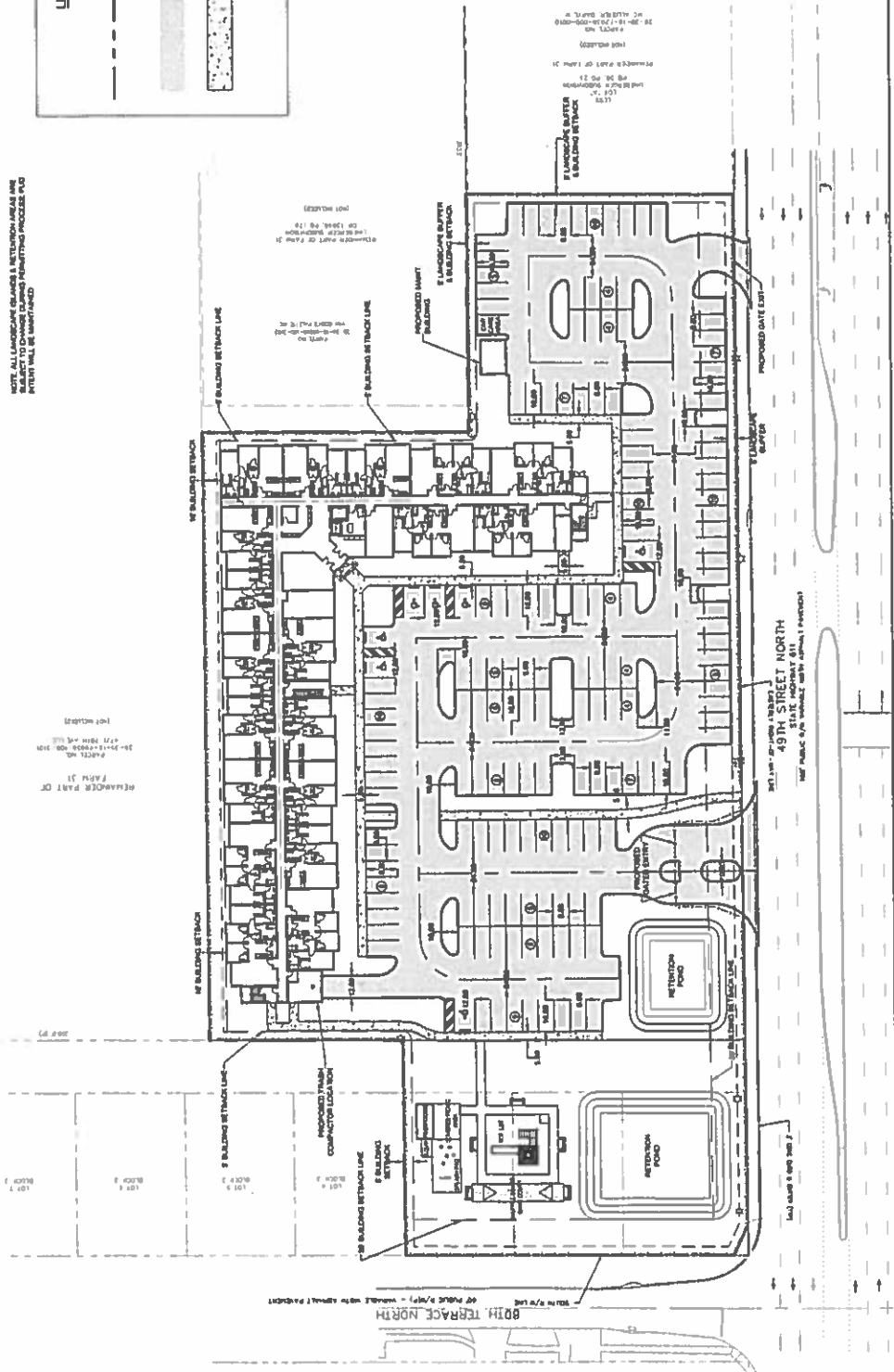
U.S. DEPARTMENT OF JUSTICE

4-4222. 1
LOTS 1, 2 AND 3, ALHAMBRA PARK SUBDIVISION, ACCORDING TO THE MAP OR
PLAN THEREOF, RECORDED IN PLAT BOOK 44, PAGE 11, OF THE PUBLIC
RECORDS OF HEMLOCK COUNTY, ALASKA.

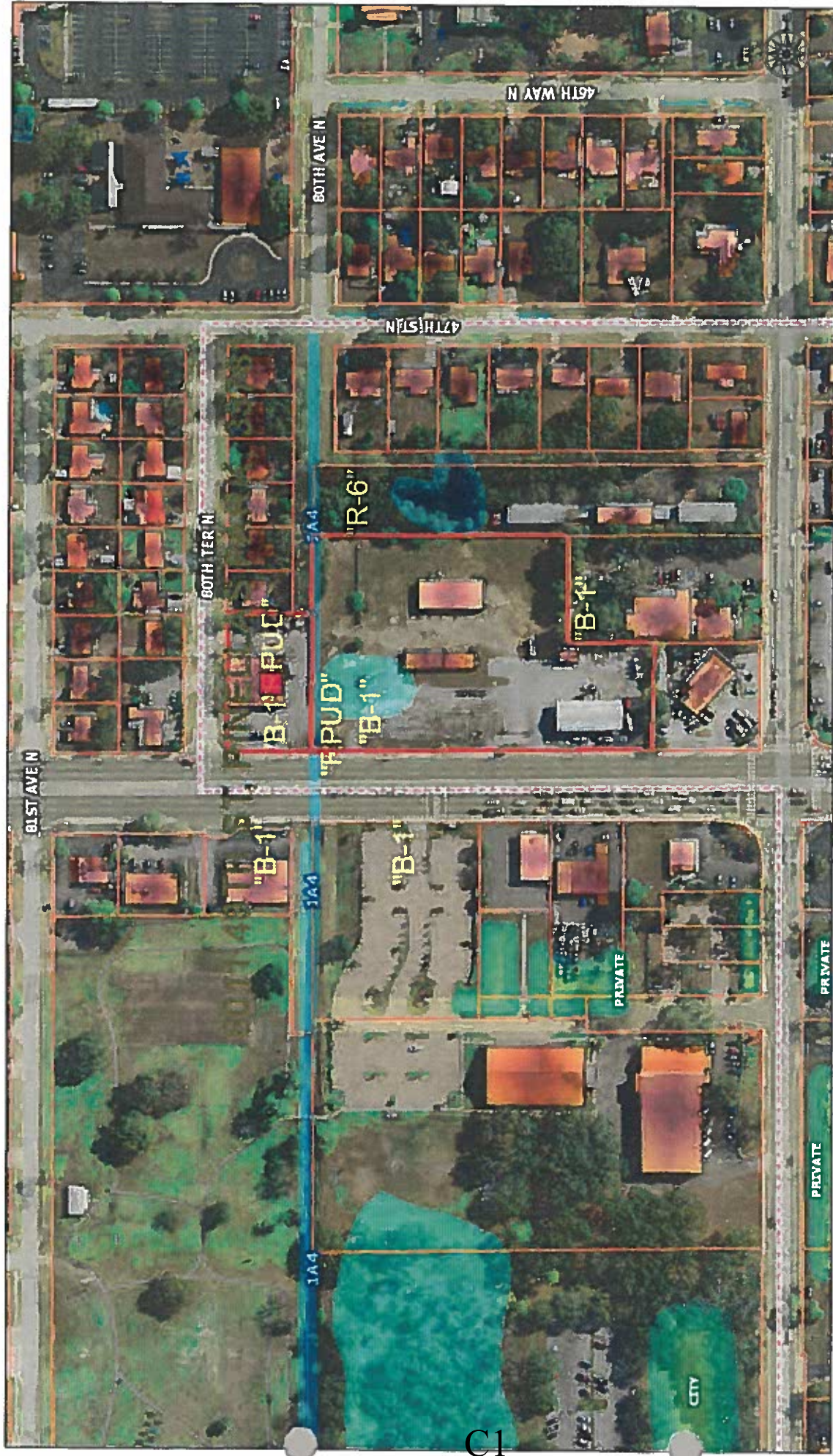
PAGE 11 OF SECTION 18, TOWNSHIP 36 SOUTH RANGE 46 EAST 14 30'00N
PLAT OF MELLAS FARM, ACCORDING TO PLAT BOOK 7062 P. 1 AND 2,
PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH MELLAS
FARM MAY FORM A PART, LESS THE FOLLOWING FOUR TRACTS 40
AND 49A AND 51.

(11) THE EAST 360 FEET THEREOF, ON THE SOUTH 363 FEET TO THE WEST 1137 FEET OF THE EAST 4147 FEET, COLONY "A" UNDERGROUND WATER, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 24, PAGE 24, PUBLIC RECORDS OF PHILLIPS COUNTY, FLORIDA, IN PLAT 171920, WITHIN 30 FEET OF SURVEY LINE OF STATE ROAD 4481, AS DESCRIBED IN ORDER OF TRAILING, RECORDED IN OFFICIAL RECORDS BOOK 244, PAGE 482.

RESEARCH PART OF
FARM 51
PACIFIC NO.
30-37-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1



PUD 2017-4 (R) 7875 & 8011 49TH ST



April 5, 2018

- CSX Railroad Lines
- Centerlines
- Private Roads
- Channels
 - Channel
 - Ditch
 - Building Footprints
- Waterbodies
 - DRY
 - WET
 - Medical District
- Community Redevelopment Area
- Rights of Way

1:2,532



City of Pinellas Park, Jason A. Griffin, Kevin Marlow
 Sources: Esri, HERE, Garmin, Intermap, P Corp., GEBCO, USGS,
 FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri
 Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap

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City of Pinellas Park

Staff Report

File #: 18-451, **Version:** 1

Agenda Date: 5/10/2018

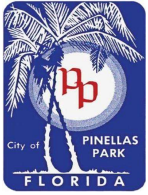
APPOINTMENT TO HEALTH IN ALL POLICIES PINELLAS ADVISORY COUNCIL

NOTE: At the April 18, 2018 Pinellas Advisory Council meeting, members of the Pinellas Advisory Council requested an Elected Official of Pinellas Park to be appointed to the Council. The Council agreed to hold quarterly meetings with the next meeting taking place in late June. The partnering agencies, Florida Health Department in Pinellas County, City of St. Petersburg, Pinellas County, and City of Pinellas Park, will rotate hosting the meetings with meeting times to be announced.

Membership on the Pinellas Advisory Council is ongoing for the duration of the three-year grant period. There are no term limits.

ACTION: (Approve - Deny) Appointment of _____ as the City's representative on the Health in All Policies Pinellas Advisory Council to serve for the duration of the three-year grant period.

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City of Pinellas Park

Staff Report

File #: 18-440, **Version:** 1

Agenda Date: 5/10/2018

AUTHORIZATION FOR THE MAYOR TO SIGN A PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES - Pinellas County Cooperative Contract No. 156-0491-P(JA) - Ceres Environmental Services, Inc.

NOTE: This authorizes the Mayor to sign a Participant Agreement dated August 7, 2017, between the City of Pinellas Park and Ceres Environmental Services, Inc. (6968 Professional Parkway East., Sarasota, FL 34240) for disaster debris collection & removal services. This firm will provide disaster recovery and debris removal services should a natural disaster occur. These services will be charged to the appropriate account.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Participant Agreement with Ceres Environmental Services, Inc. for disaster debris collection & removal services. The participant agreement period will be from August 7, 2017 through December 31, 2023, and the services will be charged to the appropriate account.

EXHIBIT "A"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 156-0491-P(JA)

This contract entered into this 7 day of August, 2017, by and between the City of Pinellas Park, a political subdivision of the State of Florida, whose address is 5141 78th AVNUE N, Pinellas Park, FL 33781, hereinafter called "CITY/TOWN", and Ceres Environmental Services, Inc., an Incorporated Company whose address is 6968 Professional Parkway East, Sarasota, FL 34240, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 156-0491-P(JA) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: 

By: _____

Print Name: Tia Laurie

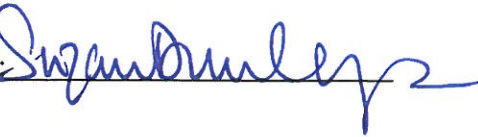
Print Name: _____

Title: Director of Administration

Title: _____

Date: September 1st , 2017

Date: _____

ATTEST: 

ATTEST: _____

(CITY/TOWN SEAL)

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 7 day of August, 2017 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Ceres Environmental Services, Inc., 6968 Professional Parkway East, Sarasota, FL ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 156-0491-P(JA) ("RFP") for Disaster Debris Collection and Removal services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Director of Public Works.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall remain in full force until December 31, 2022, or termination of the Agreement, whichever occurs first.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$89,969,456.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

C. Travel Expenses. The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. **County Default Provisions and Remedies of Contractor.**

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

13. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

14. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Public Works Director or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Ceres Environmental Services, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

15. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

16. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

17. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Tipton
Pinellas County Public Works
22211 U.S. 19 North
Clearwater, FL 33765

For Contractor:

Attn: David A. Preus, Sr. Vice President
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, FL 34240

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

18. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

19. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

20. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

21. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

22. 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.

23. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

25. 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.

26. Entire Agreement. This Agreement, including all exhibits which are incorporated herein by reference, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.


(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

County Administrator

By 

Mark S. Woodard


Ceres Environmental Services, Inc.

By: 

Signature
Tia Laurie

Print Name
Director of Administration

APPROVED AS TO FORM

By: 

Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

1. OVERVIEW

- a. There is no guarantee of minimum or maximum amounts per contract item.
- b. No adjustments to contract prices will be considered due to the increases or decreases in estimated quantities.
- c. No adjustments to contract prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)
- d. The Contractor is required to perform at least thirty (30%) percent of the work with its own forces.

Pinellas County will assign a Debris Manager (DM) or designee, who will establish and staff a Debris Management Center (DMC) which will provide overall coordination between the Contractor, Pinellas County, the County's contracted debris monitoring firm and municipalities.

2. PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by Pinellas County for the respective planning year. Pinellas County will provide the Contractor a copy of the County's current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

- a. Pinellas County will issue a Notice to Proceed (NTP) to the Contractor
Contractor should send a Project Manager (PM) to Pinellas County within 24 hours, as specified in the NTP, to begin planning and mobilization.
- b. Upon issuance of the first Task Order and Purchase Order, Contractor to begin mobilizing personnel and equipment necessary to perform the work.
 - Contractor to execute the required Performance and Payment Bonds.
- c. Location of DMS sites will be identified and supplied to Contractor by Pinellas County.
- d. Contractor will be required to remove the debris collected from designated homeowner drop-off sites on a daily basis.
- e. Contractor is responsible for the collection, reduction (if applicable) and hauling for disposal of debris by-products generated at all debris management sites or temporary debris storage and reduction (DMS) sites. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries requires written approval of the DM and is to be appropriately permitted.
- f. Pinellas County may require removal of debris from publicly maintained drainage areas, upon County authorization.
- g. The Contractor shall not mix Eligible Debris hauled for Pinellas County under this contract with any debris hauled for other municipalities or out-of-County municipalities under separate contracts. Contractor will not remove debris from private property without the express written authorization from DM.

3. CONTRACTOR'S RESPONSIBILITIES**1. General Operations**

- (1) Contractor will provide disaster debris recovery services in a good, workmanlike manner in accordance with accepted debris management industry practices.
- (2) Contractor will comply with all federal, state, and local safety and health requirements.
- (3) Contractor will conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.
- (4) Contractor will conduct operations in such a manner as to minimize property damage and/or personal injury to existing public and private property during the course of performance under this contract. Should damage occur, Contractor will report the location and extent of the

EXHIBIT A

STATEMENT OF WORK

- damage (including pictures) to the DM. Contractor must make best efforts to contact the property owner and notify them of the damage and provide the DM with contact information.
- (5) Contractor will supervise and direct work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of the Contractor and Contractor must provide a safe working environment.
 - (6) Contractor is to pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
 - (7) Copies of all permits shall be submitted to the DM or designee throughout the contract period.
 - (8) 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. Corrections for any such violations will be at no additional cost to Pinellas County.
 - (9) The subcontracting structure shall not exceed 3 tiers ((i) sub (ii) sub, sub (iii) sub, sub, sub) unless authorized.

b. Safety Plan and Safety Measures

Contractor is to prepare an Operations and Safety Plan including:

- (1) Method of subcontracting collection crews including determination of the number of crews
- (2) Communications with Pinellas County shall be detailed in the plan
- (3) Reporting data and information (logs, load tickets, etc.)
- (4) Quality Assurance and Quality Control
- (5) Field supervision and controls
- (6) Documentation of response to, and corrective measures for, property damage resulting from collection activities
- (7) Fuel supply
- (8) Temporary Traffic Control
- (9) Equipment and operations safety procedures
- (10) Protocol for debris removal around potential energized power lines
- (11) Sub-Contractor training for compliance with FEMA requirements
- (12) Invoicing procedures
- (13) Contractor will immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. The Contractor is responsible for removal and containment of all leaked fluids from the effected soil and pavement.
- (14) Contractor will ensure all personnel have and utilize personal protective safety gear (PPE) in accordance with OSHA requirements and company safety policies.
- (15) The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.

Traffic Control

- (16) Contractor is responsible for control of pedestrian and vehicular traffic during operations performed by the Contractor's personnel and/or sub-contractors.
- (17) Traffic control shall be in conformance with the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
- (18) Contractor is to provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements.

Hazardous Waste Issues

- (19) All materials classified as hazardous waste are to be immediately reported to the DM.
- (20) Contractor will segregate hazardous debris from the other debris using a method that will allow the remaining non-hazardous waste debris to be processed.
- (21) All hazardous debris at a DMS must be placed in the designated containment area or taken directly to an approved final disposal location.

EXHIBIT A

STATEMENT OF WORK

Hazardous Waste Spills

- (22) Contractor is responsible for reporting and cleaning up, all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the County.
- (23) Immediate containment actions shall be taken to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
- (24) Spills shall be reported to the Florida Department of Environmental Protection (FDEP) and/or the State Watch Office in accordance with Florida law and the DM immediately following discovery. A written follow-up report shall be submitted to the DM no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum, must include the following:
- Description of the material spilled (including identity, quantity, manifest number, etc.)
 - Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported
 - Exact time and location of spill, including description of the area involved
 - Receiving stream or waters
 - Cause of incident and equipment and personnel involved
 - Injuries or property damage
 - Duration of discharge
 - Containment procedures initiated
 - Summary of all communications the Contractor had with press, agencies, or Government officials other than Pinellas County
 - Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue

c. Conduct Of Operations

Contractor is to provide:

(1) Personnel

- administrative support for contracted operations, on-site management staff to work with the County, and field supervisors, operators, drivers, laborers and other required staff.
- Contractor must ensure that all personnel engaged in performing the services be fully qualified, and if required, authorized or permitted under Federal, State, Local and all applicable laws.
- Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- Contractor must provide at least one multi-lingual speaking field supervisor, if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. Contractor must have a means to communicate with all their workers.
- Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation and any other costs.
- Contractor must provide a Project Manager (PM) to oversee work.
 - PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
 - PM will coordinate all communications with the County's representatives.
 - PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.

(2) Labor

- All employees of the Contractor will be, at all times, sole employees of the Contractor under its direction and not an employee or agent of Pinellas County.
- Pinellas County reserves the right to approve all sub-contractors.

EXHIBIT A

STATEMENT OF WORK

- Pinellas County reserves the right to require the removal of an employee working for the Contractor with or without cause.
- The Contractor is to provide its own project management staff.
- The Contractor will provide a list of all sub-contractors working under this contract, including phone numbers of contact personnel.
- Contractor must provide Pinellas County with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.

d. Work Schedule/Hours

- (1) Work is to be performed seven (7) days per week, including holidays as assigned.
- (2) Contractor will be required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day, if approved.
- (3) County reserves the right to extend or reduce the hours and days of operation during the contract period.
- (4) DM will establish the work hours and develop schedules.
- (5) Contractor must comply with 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.

4. CONTRACT SERVICES

TASK 1 - EMERGENCY DEBRIS CLEARANCE (FIRST PUSH)

TASK 2 - TEMPORARY DEBRIS STORAGE AND REDUCTION SITES/MANAGEMENT

TASK 3 - DEBRIS REMOVAL (LOAD and HAUL)

TASK 4 - HAZARDOUS TREE AND LIMB REMOVAL

TASK 5 - HAZARDOUS STUMP REMOVAL

TASK 1 - Emergency Debris Clearance (First Push)**Mobilization**

- (1) PM will provide the DM with an estimated number of work crews and equipment needed, if any, to perform this task based on the event within twenty-four (24) hours.
- (2) County will issue a Task Order to the Contractor defining the work and schedule.
- (3) Contractor is to mobilize the PM within 12 hours of receiving the request.
- (4) Contractor is to mobilize personnel and equipment for this task and shall be fully mobilized and prepared to conduct emergency debris clearance in County within 24 hours of receipt of the first task order. Work assignments within Pinellas County will be prioritized by the DM.

Debris Clearance – MUST BE COMPLETED WITHIN FIRST 70 HOURS

- (5) Clearing one lane of travel of debris from streets and roads (first push). This work may include cutting and reducing debris in place in order to allow traffic movement in the ROW.
- (6) Contractor is not to move from one designated work area to another designated work area without prior approval from the DM.
- (7) All debris must be placed along the edge of pavement on the shoulder of the road without blocking driveways, side streets or utilities of any kind.
- (8) DM will provide a work plan showing where to begin and which streets/roads will be cleared daily. The plan will be updated every day of operation.

Reporting

- (9) PM shall provide DM with a daily progress and productivity report, in writing and provide an update on progress, current issues, and plans for the next reporting period.
- (10) Contractor must track all crew and equipment time and locations cleared for the duration of the First Push operations. The Contractor must also, separately, track work done on any Federal-aid roads for the duration of the First Push operations. Documentation can be done

EXHIBIT A

STATEMENT OF WORK

in the form of logs but formatting must have the approval, in advance, of the DM. Documentation must include the following breakdowns:

- Description of work performed
- Location(s) of work performed
- Management, supervision, and labor composition, with hours worked and rates based on prices in the Exhibit C.
- Equipment type, name of operator, hours of actual use, and rates based on prices in the price proposal

Non-reimbursable:

- (12) No payment will be made for equipment down-time resulting from equipment failure, routine maintenance and fueling. Down-time must be deducted in one half-hour segments. Down-time occurring for less than fifteen minutes shall not be deducted from reported work hours.
- (13) The maximum payment allowed will be as defined in the Task Order ceiling price. The Contractor will be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully approved and executed by County in advance.

TASK 2 - Temporary Debris Storage And Reduction Sites/Management

- (1) Contractor will manage and operate the Temporary Debris Storage and Reduction (DMS) sites.
- Contractor is to only use DMS locations designated by the DM.
 - Contractor will haul vegetative debris, stumps, construction and demolition, and mixed debris, to the respective DMS for further sorting and reduction.
- (2) Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to accept and process, sort, reduce, and dispose of disaster-related debris at all DMS.
- (3) Reduction of vegetative debris shall be through approved air curtain burning and/or chipping and grinding, or other reduction methods, if approved.
- (4) Contractor is to sort C&D debris through visual inspection or assessment at the DMS to maximize recycling opportunities.
- (5) Contractor must construct inspection tower(s) at each DMS entrance and each exit in accordance herewith, providing all materials, tools, labor and supervision.
- The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer.
 - The inspection tower shall be sized to accommodate at least four (4) people.
 - The inspection tower construction must include a roof for personnel protection
 - The inspection tower must include stairs for access, with stair design or configuration in compliance with OSHA regulations and local codes to ensure safety performance needs as required.
 - Additional inspection towers may be requested, at no additional cost to the County.
- (6) Contractor is required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area is to be maintained to allow the safe and efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. Contractor must provide all barricades or signaling equipment/staff to provide safe passage into and out of the public roads from the DMS.

Equipment

- (7) Contractor to provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain burner(s), remove ash from the burner(s), load and haul for disposal all non-grindable or non-burnable debris and ash residue, field reduction as required for loading, lighting for night-time operations including shielding, and any other equipment which may be necessary for the performance of this contract.

EXHIBIT A

STATEMENT OF WORK

- (8) Prior to commencing debris reduction and disposal operations, Contractor is to provide a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower (including all air-curtain incinerators).
- (9) Contractor must provide a means for the County or the County's designated representative to measure and certify all trucks and trailers prior to being deployed for load and haul operations
- (10) Contractor will supply and use vinyl type placards with the names of Pinellas County, the applicable municipality, Contractor, and sub-contractor on them, and must have space large enough for the County's Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer.
 - Hauling capacity will be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.
 - Contractor must maintain a supply of placards in the event replacements are needed.
- (11) All trucks and other road equipment must be in compliance with all applicable local, state, and federal rules and regulations.
- (12) Sideboards or other extensions to a truck or trailer bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.
 - The sideboard extensions shall be braced with metal reinforcing.
 - The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground; all extensions are subject to acceptance or rejection by the DM.
- (13) All trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling, also permitting the vehicle to be loaded to capacity.
 - Gaps in the tailgate greater than two (2) inches are not permitted.
 - Tailgates must be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords are not permitted.
- (14) Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The DM reserves the right to reject equipment that is unsafe or inadequate.
- (15) Loading equipment used under this contract for debris collection must be rubber tired and sized properly to fit loading conditions.
 - Excessively large loading equipment three (3) CY and larger and non-rubber tired equipment must be approved.
- (16) Hauling containers must be a minimum of fifteen (15) cubic yards in volume unless approved.
- (17) Trailer type hauler containers must be equipped with either tandem axles and/or dual tires.
 - A minimum of four (4) tires are required on all trailers.
 - The GVWR shall be a minimum of ten thousand (10,000) pounds on all trailers unless approved.
 - All trailers must have a legible manufacturer's identification plate with ratings.

Work Schedule

Contractor is required to supervise all sub-contractors/crews during work hours up to twenty-four (24) hours, seven (7) days a week to meet the debris reduction and processing production requirements. Work schedules must be in compliance with all applicable laws.

Site Plan and Management

- (18) Contractor is responsible for establishing site layout at each of the DMS.
- (19) Contractor must provide sufficient site supervision of all assigned activities, at least one (1) supervisor at every DMS.
- (20) Contractor is responsible for preparing the site(s) to accept debris. Preparation includes clearing, erosion control, road installation, grading, and installation of inspection towers.
- (21) Contractor is responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS and for all necessary traffic control measures.
- (22) Contractor is responsible for maintaining security at the site.

EXHIBIT A

STATEMENT OF WORK

- (23) Contractor must minimize the risk of fire on the sites.
- (24) Contractor shall conduct operations at the DMS such that all nuisances to the surrounding residents are minimized, i.e., noise, dust, smoke and traffic congestion.
- (25) Contractor must provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. Contractor must remove all contaminants and hazardous waste from the debris at the DMS and store it in appropriate locations.
- (26) Contractor is required to construct a containment area at the DMS to store hazardous waste materials consisting of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
- (27) Contractor is responsible for repairing all damage from filling to grading with like material, all surface damage such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. Contractor must preserve and protect all existing structures on, or adjacent to, areas of work.
- (28) Contractor is responsible for closure of the DMS within thirty (30) calendar days of the last load of disaster-related debris for disposal. This closure shall include:
 - removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.)
 - grading the site
 - environmental remediation
 - the site must be restored in accordance with all State and local requirements and to the pre-existing condition before the disaster event.

Debris Storage

As directed by the DM, Contractor is responsible for sorting and stockpiling the debris at the site.

- (29) Debris shall be segregated into:
 - burnable/grindable vegetative debris
 - non-burnable/non-grindable mixed debris
 - hazardous and toxic waste
 - construction and demolition (C&D) debris
 - white goods
 - recyclable materials
 - ash residue
- (30) Contractor must take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as refrigerant, various oils, and fluids into the environment
- (31) Contractor must establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater.
- (32) Contractor shall set up plastic liners under stationary equipment such as fuel tanks and oil containers.
- (33) Contractor must provide qualified and certified refrigerant recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
- (34) Contractor must process (grind or burn, if applicable) all stumps and large logs hauled to the DMS. The price for processing the stumps and logs must be included in the overall price for processing vegetative debris.
- (35) Contractor must ensure all debris is processed and hauled from a DMS before moving to other sites, unless otherwise approved by the DM.

Debris Reduction

The following three (3) methods may be selected for the reduction of vegetative debris:

- (36) Above-Grade Air-Curtain Burning
- (37) Portable Air-Curtain Burning
- (38) Chipping and Grinding

EXHIBIT A

STATEMENT OF WORK

Above and Below -Grade Air-Curtain Burning

- (39) The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower.
- (40) Minimum required air velocity measured at the nozzle is 8,800 feet/minute (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
- (41) Pit should be a maximum of 8 feet wide, and from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
- (42) Pit must be constructed out of a highly compactable material that will hold shape and support the weight of the loading equipment.
- There shall be an impervious layer of clay or limestone on the bottom of the pit to provide a barrier for ground water protection and capable of supporting the wheel weight of the loading equipment.
 - The bottom layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
- (43) There must be a minimum distance of 100 feet between the burn area and the nearest debris piles, building and/or people or workers.
- (44) The ends of the pits must be sealed with dirt or other material to a minimum height of four feet.
- (45) A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six (3 – 6) inches from the edge of the pit.
- (46) There must be one-foot (1') high wheel stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
- (47) The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
- (48) Length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
- (49) The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. The Contractor shall be responsible for dust control while handling ash materials.
- (50) No hazardous or contained-ignitable material is to be dumped into the pit.
- (51) Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending on site conditions.
- (52) Contractor shall apply for, and obtain, all local, state and federal permits for air curtain incineration and meet all applicable emission standards.

Portable Air-Curtain Burning

- (53) Portable incinerators are the preferred method of air-curtain burning.
- (54) Minimum required air velocity measured at the nozzle is 8,800 feet/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
- (55) There must be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles, buildings, and/or people and workers.
- (56) There must be one-foot high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops shall be constructed of fireproof material.
- (57) The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. Contractor is responsible for dust control while handling ash materials.
- (58) No hazardous or contained-ignitable material is to be dumped into the pit.

EXHIBIT A

STATEMENT OF WORK

- (59) Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending upon site conditions.
- (60) Contractor shall apply for and obtain all local, state and federal permits for air curtain incineration and meet all applicable emission standards.

Chipping and Grinding

- (61) The average chip size produced is dependent on the needs of the end user or as defined by the DM. The reduction in volume of the vegetative debris shall be at least a 4:1 ratio. Contractor shall provide the DM specifications of the grinder screen size and the reduction ratio for each grinder used on this contract for approval, prior to commencing chipping or grinding operations.
- (62) Contaminants are not permitted in the chips or mulch.
- Plastics, metals, pressure treated lumber, and other non-vegetative debris shall be eliminated.
 - Sand and dirt should be minimized as much as possible.
 - Root rake loading equipment should be used to feed material to the chipper/grinder.
 - Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders.
 - Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
- (63) Chips/mulch should be stored in piles no higher than twelve (12') feet, and meet all state and local laws.
- (64) Contractor must obtain authorization to make any changes to the processing requirements above.

Load Tickets

- (65) Contractor must ensure that no debris is transported into a DMS without an accompanying properly completed load ticket.
- (66) A five (5) part load ticket must be used for recording volumes of debris removed, processed and disposed.
- Contractor must provide ticket forms with pre-printed unique ticket identifier.
 - Load ticket provided by Contractor must be approved prior to being used.
- (67) The Load Ticket must include the following information completed:
- Street address or coordinates of where debris is picked up
 - Amount of debris picked up
 - Amount of debris hauled
 - Amount of debris disposed
- (68) A Load Site Monitor will issue a 5-part load ticket to the driver prior to departure from the loading site and will retain one copy of the ticket.
- Upon arrival at the DMS, the vehicle operator will give the remaining four parts to the Tower Monitor at the DMS Inspection Tower.
 - The Tower Monitor will validate the ticket and enter delivered volume as appropriate.
 - The Tower Monitor will keep the one copy and give the remaining three parts to the vehicle operator.
 - Contractor will ensure that the remaining 3 parts of the load tickets are retained for record and invoicing as appropriate.
- (69) Debris removal sub-contractors will not be permitted to unload the debris at a DMS without an approved Load Ticket that was supplied by and partially completed by the Load Site Monitor.
- (70) Sub-contractor(s) will not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without approval.

EXHIBIT A

STATEMENT OF WORK

Measurements

- (71) Measurement for the management and processing of all incoming debris will be by the cubic yard as determined through truck and trailer measurements.
- Partial loads will be adjusted down by visual inspection by the Tower Monitor.
 - Load measurements will be documented on Load Tickets, and daily log sheets.

TASK 3 - Debris Removal (Load And Haul)General

- (1) Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to load, and haul disaster-generated debris.
- (2) The quantity of debris resulting from a disaster event may preclude sorting of debris at the ROW; therefore, Contractor must receive approval from the DM for any proposed alternative direction on collection and sorting at the start of event.

Work Schedule

- (3) Contractor must provide an interim schedule within two (2) days and a final project plan within seven (7) days following the date of disaster. This project plan includes subcontracting activities, number of hauling units and anticipated completion schedule.
- (4) Contractor will be required to work, at minimum, a twelve (12) hour day, seven (7) days a week during the removal phase generally during daylight hours.
- The County reserves the right to extend or reduce the hours and days of operation during the contract period.
 - Contractor must coordinate with Pinellas County or the applicable municipality and its representatives and monitoring contractors to establish the work hours and to update schedules.
 - Rain events during collection cannot be considered reason to stop work unless the conditions create a potential safety hazard. The Contractor shall notify the DM, or designee, of work stoppage due to inclement weather with the appropriate justification.
- (5) The project duration (completion date) will be estimated during the initial seven (7) day planning period following the date of the disaster.

Performance Schedule

- (6) Contractor must provide a work plan showing where operations will begin and which streets/roads will be picked up on a two (2), seven (7) and fourteen (14) day projection. The plan will be updated weekly.
- (7) Weekly progress and productivity reports are required for the scheduled activities. At minimum this report must include the following:
- Description of work performed
 - Number of trucks in use
 - Number of loading equipment in use
 - Number of load tickets processed at each DMS
 - Number of cubic yards of each type of debris at each DMS
 - Total cubic yards of each type of debris collected and hauled
 - Locations of completed work
 - Locations of current work
 - Locations to be worked next
 - Discussion of damage claims
 - Discussion of current issues needing a resolution

Debris Removal

- (8) Work will be prioritized by the DM. Contractor need to be prepared to respond to priorities within the framework of the established schedule as they are established by the DM.

EXHIBIT A

STATEMENT OF WORK

- (9) Contractor is to provide all labor, equipment, machines and tools, fuel, lubricants, spare parts, etc. necessary to load and haul eligible disaster-generated debris.
- equipment is to be in good working condition
 - If equipment becomes inoperable, it must be repaired or replaced with similar equipment within twenty-four (24) hours.
 - The County prefers use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County.
- (10) Contractor responsible for:
- Examining debris to determine whether or not the debris is eligible,
 - Loading the debris, and
 - Hauling the debris to an approved DMS or final disposal location.
- (11) Ineligible Debris cannot be loaded, hauled, or dumped under this contract. Mixing Ineligible Debris with Eligible Debris will render the entire load Ineligible. The Contractor will not be reimbursed for collection of such mixed loads of Eligible Debris and Ineligible Debris.
- (12) Debris removal includes all eligible debris found on the ROW within the area defined by the DM. The DM may specify any Eligible Debris within the ROW which should not be removed, or which should be removed at a later time or by others.
- (13) Debris removal may include the removal of Eligible Debris from eligible canals and waterways within the County.
- (14) Contractor must make as many passes through the designated area as required by the DM.
- (15) Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property shall be cut by Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW will be removed.
- (16) Contractor cannot enter onto private property during the performance of this contract without the prior written approval of the DM.
- (17) Contractor will use only rubber-tired equipment in the performance of loading and hauling debris.
- (18) Contractor and its personnel cannot use equipment or labor authorized for debris removal under this contract for private work during the working hours designated under this contract.
- (19) All vegetative and C&D debris shall be mechanically loaded and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. "Hand Loading" of vegetative and C&D debris is not authorized under this contract without the approval of the DM. Vehicles delivering debris using hand loading methods will be reduced by 50% of the observed volume as defined in FEMA Policy RP9523.12 or current FEMA policy.
- (20) Contractor is responsible for filling to grade with like material, all surface damage such as rutting and pavement damage caused by the Contractor's equipment during debris removal.
- Contractor must repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.
 - Contractor must preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work.
- (21) Contractor must repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred. Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving the claim.
- (22) During the Debris Removal process it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from pavement.
- (23) Contractor cannot move from one designated work area to another work area prior to receiving authorization from the DM.
- (24) Contractor shall provide sufficient field supervision for all assigned activities.
- Contractor shall provide a minimum of three (3) field supervisors at all times.
 - The DM may require additional field supervisors at an expected rate of (3) field supervisors for every 100,000 CY of estimate debris.

EXHIBIT A

STATEMENT OF WORK

- (25) Trucks shall be loaded so no debris extends beyond the truck bed in any direction.
- All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment.
 - All debris shall be adequately secured while being transported to the designated DMS including the use of tarps or other mechanical means to ensure no loss of debris.
 - All equipment hauling debris to the DMS are required to be capable of self-dumping or removing its load without assistance from other equipment.
- (26) Any material identified as a potentially hazardous or toxic waste must be reported immediately to the DM, including exact location. Regulated hazardous wastes will be collected by a specialty Contractor hired or employed through the Contractor, who is licensed and permitted to handle these types of materials.)
- (27) Contractor shall remove white goods debris by hauling it separately from other debris types. The Contractor shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.
- (28) Contractor shall notify the DM if inoperable personal property items such as automobiles, trucks, trailers, boats and boat trailers are identified that obstruct or impede debris removal.
- The DM shall notify the Contractor if the vehicle or vessel or other item is to be removed.
 - Removal of this debris by Contractor must be accomplished by acceptable and approved towing methods.
 - Removal shall be accomplished without causing further damage to the item.
 - Items shall be stored as directed by the DM.
- (29) Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical and communications equipment are not Eligible Debris and must be reported to the DM.

TASK 4 – Hazardous Tree And Limb RemovalGeneral

- (1) Tree and limb work includes the removal and disposal of hazardous leaning trees and hanging limbs in public ROW. Removal of hazardous trees or limbs on private property must only be conducted at the direction of the DM.
- (2) Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform tree and limb removal work.
- (3) Equipment used to remove hazardous hanging limbs must have the ability to reach at least sixty (60) feet above the ground.
- (4) Contractor shall notify the DM of any damage caused to private property or the public ROW during the course of tree or limb removal. Contractor is responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.

Tree & Limb Removal

A tree may be deemed hazardous if the following criteria are met:

- The condition was caused by the disaster;
- It is an immediate threat to life, public health and safety, or improved property;
- It has a diameter of six (6) inches or greater measured 4.5 feet above ground level, and the tree:
 - Has a split trunk;
 - Has a broken canopy; or
 - Is leaning at an angle greater than thirty (30°) degrees.

A limb may be deemed hazardous if it is hanging over improved property or public-use areas as defined by FEMA and the following criteria are met:

- It is greater than two (2") inches in diameter at the point of break;
- is an immediate threat.

EXHIBIT A

STATEMENT OF WORK

- (5) Each hazardous tree and limb must be documented by the County prior to removal or remedy.
- (6) Contractor will be tasked to remove or remedy these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation.
- (7) All trees requiring removal shall be cut flush to the ground.
- (8) As directed by the DM, Contractor must straighten and brace a tree if saving the tree is deemed to be in the best interest of the County.
- (9) Contractor shall remove all hazardous limbs located on public property that have a diameter greater than two (2") at the point of the break and still hanging on the tree. Contractor must ensure that only the minimum amount of work necessary to remove the hazardous limb is done.
- (10) The resulting debris from removal of hazardous trees and limbs will be treated as normal vegetative debris and shall be hauled to an approved DMS for further reduction.

TASK 5 – Hazardous Stump RemovalGeneral

- (1) A stump may be deemed hazardous if it poses an immediate threat, it extends over improved property or public-use areas as defined by FEMA and all the following criteria are met:
 - It has fifty (50%) percent or more of the root-ball exposed;
 - It is greater than twenty-four (24") inches in diameter, as measured twenty-four (24") inches above the ground; and
 - Extraction is required as part of the removal.
- (2) Hazardous stump removal work includes the removal and disposal of hazardous stumps in public ROW. Removal of hazardous stumps on private property shall only be conducted at the direction of the DM.
- (3) Contractor will provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform hazardous stump removal work.
- (4) Contractor must notify the DM of any damage caused to private property or the public ROW during the course of hazardous stump removal. Contractor is responsible for repairs to private property or facilities within the public ROW caused by the removal of hazardous stumps.
- (5) All stumps and stump remnants which are fully disengaged from the ground and in a public ROW will be considered normal vegetative debris. The only exception to this will be if a fully disengaged stump, due to its size or condition requires special equipment to remove. In that case, Contractor must submit to the DM a specific scope of work necessary to remove it along with photo documentation and a proposed unit price for removing the stump. The Contractor shall not remove stumps requiring special equipment until authorized by the DM.
- (6) Contractor must remove all disengaged stumps and stump remnants from the assigned Load Site area before moving to another work area unless otherwise approved by the DM.

Hazardous Stump Removal

- (7) Contractor will remove all hazardous stumps from improved public property and ROW.
- (8) Each hazardous stump will be documented by the County prior to removal.
- (9) Contractor will be tasked to remove these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation.
- (10) Contractor shall not remove a hazardous stump before a Task Order has been issued for the removal of the stump. Removal of a stump prior to the task order being issued will result in the stump being treated as normal vegetative debris.
- (11) A stump that is exposed more than fifty (50%) percent may be removed by grinding if it is less costly than extraction and is eligible.
- (12) The root-ball hole must be filled in after removal.

EXHIBIT A

STATEMENT OF WORK

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

ASH: Is the residue produced by incineration of burnable, Eligible Debris.

BULKY HOUSEHOLD WASTE/GARBAGE: Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.

CONSTRUCTION AND DEMOLITION DEBRIS (C&D): Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.

DEBRIS MANAGER: Responsible person for debris operations and implementation of this contract. The Debris Manager may appoint a representative, or designee, to coordinate all phases of debris operations and contract compliance.

ELIGIBLE DEBRIS: Disaster generated debris which is eligible for FEMA reimbursement based upon then current FEMA regulations, guides and fact sheets, which is produced or generated by declared, natural or manmade disasters, is placed at street-side by residents and/or commercial establishments and/or cleared from rights-of-way located within the Unincorporated area of Pinellas County, Florida under six (6) possible classifications: 1) woody vegetative and yard debris, 2) C & D, 3) White Goods, 4) recyclables, 5) and any other disaster-generated debris, such as Bulky Household Waste/Garbage. These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris, may be recyclable also.

FINAL DISPOSAL SITES: A County-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris or a County-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.

HAND LOADING: Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load by 50% because of the low compaction achieved by hand-loading. For example, if a 40 cubic-yard (CY) hand-loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100 percent full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY $\{(40 \text{ CY} / 2) \times 100\}$. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY $\{(40 \text{ CY} / 2) \times 50\}$. The maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity. FEMA Recovery Policy RP-9523.11.

HAZARDOUS STUMP: When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety. Per current FEMA regulations, policies and guidance.

HAZARDOUS AND/OR TOXIC WASTE: Regulated wastes not included in Household Hazardous Wastes.

HOUSEHOLD HAZARDOUS WASTE: Household hazardous wastes are materials commonly found in households that are potentially harmful to health and the environment. Examples of these materials include paint, pesticides, motor oil, lubricants, cleaners, solvents, and other materials. These materials are typically not stored in sufficient quantity to require state or federal regulation.

HOT SPOTS: Areas within Pinellas County where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.

EXHIBIT A

STATEMENT OF WORK

INELIGIBLE DEBRIS: Debris, which is ineligible for FEMA reimbursement based upon then applicable FEMA regulations, guides and fact sheets, and was not generated by the declared, natural or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of Pinellas County to collect and dispose.

INSPECTION TOWER: This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen wheel transfer trailer and large enough for at least four (4) people.

LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS—FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.

LOAD SITE: The location where Eligible Debris is collected from public property or public road. The load site may include the debris hauling vehicles, labor, and loading equipment.

LOAD SITE MONITOR: Issue debris load tickets for eligible debris cleared and removed at locations within Pinellas County as designated by the DMC in coordination with the Debris Removal Contractor.

LOAD TICKET: A serialized, five-part form used to record and document volumes of Eligible Debris collected by the Contractor.

MIXED WASTE: The combination of two or more categories of debris shall be considered mixed. This category of waste may require sorting before processing and disposal.

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS): Is a system that improves response operations through the use of the Incident Command Systems (ICS) and other standard procedures and preparedness measures.

NATIONAL RESPONSE CENTER: The sole national point of contact for reporting oil, chemical, radiological and biological discharges.

NOTICE TO PROCEED: Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM (or other designee(s) identified by the Contract Administrator in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of Pinellas County unless modified by a written list of persons authorized by the Public Works Director to issue such notice. Written notice to proceed may be delivered to Contractor via e-mail, facsimile, overnight carrier or hand-delivery in person to the Contractor representative. Contractor will provide a contact list (including name, address, position, telephone, cell phone, fax and e-mail address) of persons authorized to receive the NTP within seven (7) days of execution of the contract.

PASSES: The number of times the Contractor passes through the assigned Work Zone to collect all Eligible Debris.

PROJECT MANAGER: A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to Pinellas County.

RECYCLABLES: Includes, but is not limited to, materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil and tires.

EXHIBIT A

STATEMENT OF WORK

RECYCLING FACILITY: A facility that recycles or reuses eligible debris.

RIGHT(S) OF WAY (ROW): Public streets and roads.

TASK ORDER: Written authorization issued to the Contractor by Pinellas County to define a specific scope of work or area of work and the time period authorized for the completion of stated services.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S): A County-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR: The County's authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR: The County's authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the Contractor.

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

TIPPING FEE: A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

TOWER MONITOR: Validates the load ticket from the Load Site Monitor and estimate the percentage of full capacity ensuring that they are not artificially loaded and accurately completes their portion of the load ticket.

WHITE GOODS: Includes but is not limited to household appliances, such as ranges, washers, water heaters, refrigerators and other domestic or commercial-sized appliances.

WOODY VEGETATIVE AND YARD DEBRIS: Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes and shrubs.

WORK CREW: Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

WORK ZONE: The designated area within Pinellas County that the Contract Administrator, or authorized representative, has assigned to the Contractor to perform Eligible Debris removal and hauling services.

ACRONYMS AND ABBREVIATIONS

BCC	Board of County Commissioners, Pinellas County
C&D	Construction and Demolition
CY	Cubic Yard
DM	Debris Manager
DMC	Debris Management Center

EXHIBIT A

STATEMENT OF WORK

DMS	Debris Management Site
EA	Each
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
HHW	Household Hazardous Waste
LF	Linear Feet
LSM	Load Site Monitor
NTP	Notice to Proceed
PM	Project Manager
ROW	Right(s) of Way
TDSRS	Temporary Debris Storage and Reduction Site

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE:

- a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. 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) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer 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.
- f) 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.

EXHIBIT B

INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Proposer 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.*

All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County 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 Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County 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 County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer 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.

- h) 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 County. If Proposer 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 County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to

EXHIBIT B

INSURANCE REQUIREMENTS

the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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:

a. Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$500,000.00
Per Employee Disease	\$500,000.00
Policy Limit Disease	\$500,000.00

- b. 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	\$1,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Personal Injury and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00

- c. Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer 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 Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

- d. Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits	
Each Occurrence	\$4,000,000.00
General Aggregate	\$4,000,000.00

EXHIBIT B

INSURANCE REQUIREMENTS

- e. 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, clean-up 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	\$5,000,000.00
General Aggregate	\$5,000,000.00

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.

- f. Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C
FEE SCHEDULE

MOBILIZATION	Lump Sum Total
	\$ 0.00

DEBRIS CLEARANCE	Unit	Rate	Total (Units x Rate)
Additional General Labor	240 Hours	\$	\$
General Management	70 Hours	\$	\$
1. Wheel Loader with operator, 2.5cy 2. Foreman with support vehicle and small equipment. 3. Laborer with chainsaw 4. Laborers with small tools (2)	500 Hours	\$328.00	\$164,000.00
TOTAL – DEBRIS CLEARANCE			\$ 164,000.00

VEGETATIVE COLLECT AND HAUL	Estimated Total Units	Rate	Total (Units x Rate)
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	900,000 CY	\$ 7.98	\$ 7,182,000.00
16-30 miles vegetative from ROW to DMS	900,000 CY	\$ 8.48	\$ 7,632,000.00
31-60 miles vegetative from ROW to DMS	900,000 CY	\$ 8.68	\$ 7,812,000.00
60+ miles vegetative from ROW to DMS	900,000 CY	\$ 8.78	\$ 7,902,000.00
TOTAL – VEGETATIVE COLLECT and HAUL			\$ 30,528,000.00

MANAGEMENT AND REDUCTION	Estimated Total Units	Rate	Total (Units x Rate)
Grinding	900,000 CY	\$ 4.10	\$ 3,690,000.00
Air Curtain Burning	900,000 CY	\$ 1.48	\$ 1,332,000.00
Open Burning	900,000 CY	\$ 0.90	\$ 810,000.00
Compacting	900,000 CY	\$ 1.50	\$ 1,350,000.00
TOTAL – MANAGEMENT and REDUCTION			\$ 7,182,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	Estimated Total Units	Rate	Total (Units x Rate)
0-15 miles C&D from ROW to DMS	900,000 CY	\$ 7.88	\$ 7,092,000.00
16-30 miles C&D from ROW to DMS	900,000 CY	\$ 8.28	\$ 7,452,000.00
31-60 miles C&D from ROW to DMS	900,000 CY	\$ 8.48	\$ 7,632,000.00
60+ miles C&D from ROW to DMS	900,000 CY	\$ 8.58	\$ 7,722,000.00
TOTAL – C & D COLLECT and HAUL			\$ 29,898,000.00

Ceres Environmental Services, Inc.

EXHIBIT C
FEE SCHEDULE

FINAL DISPOSAL	Estimated Total Units	Rate	Total (Units x Rate)
0-15 miles from DMS to Final Disposal	500,000 CY	\$ 3.88	\$ 1,940,000.00
16-30 miles from DMS to Final Disposal	500,000 CY	\$ 4.28	\$ 2,140,000.00
31-60 miles from DMS to Final Disposal	500,000 CY	\$ 4.48	\$ 2,240,000.00
60+ miles from DMS to Final Disposal	500,000 CY	\$ 4.88	\$ 2,440,000.00
Tipping Fees (vegetative)	500,000 CY	\$	\$
Tipping Fees (mix)	500,000 CY	\$	\$
Tipping Fees (C&D)	500,000 CY	\$	\$
TOTAL – FINAL DISPOSAL			\$ 8,760,000.00

TREE OPERATIONS	Estimated Total Units	Rate	Total (Units x Rate)
Hazardous trees 6" – 12"	300 Trees	\$ 75.00	\$ 22,500.00
Hazardous Trees 13" – 24"	300 Trees	\$ 200.00	\$ 60,000.00
Hazardous Trees 25" – 36"	300 Trees	\$ 300.00	\$ 90,000.00
Hazardous Trees 37" – 48"	300 Trees	\$ 350.00	\$ 105,000.00
Hazardous Trees 49"+	300 Trees	\$ 425.00	\$ 127,500.00
Trees with Hazardous Limbs > 2"	300 Trees	\$ 99.00	\$ 29,700.00
Hazardous Stumps > 24" – 36"	100 Stumps	\$ 350.00	\$ 35,000.00
Hazardous Stumps > 37" – 48"	75 Stumps	\$ 425.00	\$ 31,875.00
Hazardous Stumps > 49"	50 Stumps	\$ 475.00	\$ 23,750.00
Stump Grinding > 24" – 36"	100 Stumps	\$ 195.00	\$ 19,500.00
Stump Grinding > 37" – 48"	75 Stumps	\$ 285.00	\$ 21,375.00
Stump Grinding > 49" +	50 Stumps	\$ 375.00	\$ 18,750.00
Stump Fill Dirt	100 CY	\$ 28.50	\$ 2,850.00
TOTAL – TREE OPERATIONS			\$ 587,800.00

SPECIALTY REMOVAL	Estimated Total Units	Rate	Total (Units x Rate)
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	100,000 CY	\$ 49.65	\$ 4,965,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	500,000 CY	\$ 14.95	\$ 7,475,000.00
Vehicle Removal	10 Units 500 LF*	\$ 19.50	\$ 9,750.00
Vessel Removal (from land)	20 Units 1,000 LF*	\$ 62.00	\$ 62,000.00
Vessel Removal (marine)	40 Units 2,000 LF*	\$ 88.00	\$ 176,000.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	200 Pounds	\$ 3.98	\$ 796.00
ROW White Goods Removal	1500 Units	\$ 44.00	\$ 66,000.00
Freon Management	500 Units	\$ 31.00	\$ 15,500.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	2000 Pounds	\$ 3.98	\$ 7,960.00

Ceres Environmental Services, Inc.

EXHIBIT C

FEE SCHEDULE

SECTION F – FEE SUBMITTAL			
Blowaste (waste capable of causing infection to humans – animal waste, human blood, pathological waste)	5000 Pounds	\$ 8.98	\$ 44,900.00
Household Hazardous Waste (HHW)	5000 Pounds	\$ 5.35	\$ 26,750.00
TOTAL – SPECIALTY REMOVAL			\$ 12,849,656.00

TOTALS WORKSHEET:

TOTAL COST

Mobilization	\$ 0.00
Debris Clearance	\$ 164,000.00
Vegetative Collect & Haul	\$ 30,528,000.00
Management and Reduction	\$ 7,182,000.00
C & D Collect & Haul	\$ 29,898,000.00
Final Disposal	\$ 8,760,000.00
Tree Operations	\$ 587,800.00
Specialty Removal	\$ 12,849,656.00

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable

attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT E
GRANT FUNDING CONDITIONS
BID NUMBER: 156-0491-P(JA)
BID TITLE: Disaster Debris Collection & Removal

1. **Drug Free Workplace Requirements (See Attachment B):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** 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. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. 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

Please see information requested on Attachment B

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). 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 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.

8. **Copeland Anti Kick Back Act:** Contractors shall 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.
9. **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.
10. **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).
11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must 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. **The bidder shall certify compliance as per Attachment B**
12. **Byrd Anti-Lobbying Amendment (See attachment B) (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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. **The bidder shall certify compliance as per Attachment B**
13. **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 recipient or subrecipient wishes to enter 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 recipient or subrecipient 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
14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

16. Access to Records:

(1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

17. Department of Homeland Security Seal, Logo and Flags: The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.**18. Compliance with Federal Law, Regulations, and Executive Orders:** This is in acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.**19. 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.**20. Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF
CERES ENVIRONMENTAL SERVICES, INC.**


The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Minnesota corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Minnesota Statutes effective as of the 31st day of May, 2017:

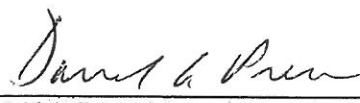
WHEREAS, the Corporation desires to prepare and execute contract documents including addendums, change orders, notices to proceed, task orders, etc. with various government entities, and the Corporation desires to grant the authority to the Director of Administration, Tia Laurie, to sign and execute such contractual documents on behalf of the Corporation,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants Tia Laurie, Director of Administration for the Corporation, the authority to sign and bind the Corporation in matters related to the execution of contractual documents with only government entities and agencies; this does not apply extend to subcontracts.

IN WITNESS WHEREOF, the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.



David McIntyre, President
Sole Director and Sole Shareholder

David A. Preus
Executive Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2017

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

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

PRODUCER Christensen Group Insurance 11100 Bren Road West Minnetonka MN 55343		CONTACT NAME: Kelly Preston PHONE (A/C, No, Ext): (952) 653-1000 FAX (A/C, No): (952) 653-1101 E-MAIL ADDRESS: kpreston@christensengroup.com																						
INSURED CERES ENVIRONMENTAL SERVICES, INC. 6968 Professional Pkwy East Sarasota FL 34240		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Old Republic General Insurance</td><td>24139</td></tr><tr><td>INSURER B:</td><td>Aspen Specialty Insurance</td><td>10717</td></tr><tr><td>INSURER C:</td><td>Evanston Insurance Company</td><td>03759</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Old Republic General Insurance	24139	INSURER B:	Aspen Specialty Insurance	10717	INSURER C:	Evanston Insurance Company	03759	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 16-17 - LIAB - FL -

REVISION NUMBER:

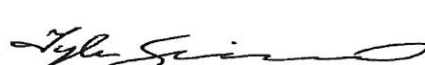
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		A5CG11261600	8/18/2016	8/18/2017	MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		General Liability Deduct \$10,000			GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	A5CA11261600	8/18/2016	8/18/2017	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CXL004LM16	8/18/2016	8/18/2017	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Policy includes Longshore			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Harbor Endt for FL			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	A5CW11261600	8/18/2016	8/18/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution		16CPLOMW40040	8/18/2016	8/18/2017	Per Occ/Agg Limits: \$10,000,000
C	Prof Liab/Claims Made		16CPLOMW40040 \$100K Ded	8/18/2016	8/18/2017	Limit: (retro date 8/18/14) \$10,000,000

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

Pinellas County Board of County Commissioners is included as an Additional Insured regarding all policies excluding Workers Compensation and Professional Liability on a primary non-contributory basis when required by written contract. Waiver of Subrogation applies to all policies.

CERTIFICATE HOLDER**CANCELLATION**

Pinellas County Board of County Commissioners 400 South Fort Harrison Avenue Clearwater, FL 33756	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 Tyler Simmons/KP 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CERES ENVIRONMENTAL SERVICES, INC.

Endorsement Effective Date: 08-18-16

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WRITTEN CONTRACT LIMITATION

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox(es) below:

- ☐ COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- ☒ CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
- ☐ PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) with whom the insured agrees, in a written contract, signed by both parties and executed prior to the commencement of operations to provide a waiver of transfer of rights of recovery.

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Transfer Of Rights Of Recovery Against Others To Us condition of the Coverage Form(s) indicated above:

We waive any right of recovery we may have against the person or organization shown in the Schedule of this endorsement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule of this endorsement. This waiver will not apply to "occurrences" resulting from the sole negligence of the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT IN ALL STATES WHERE APPLICABLE.

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/18/2016 Policy No. A-5CW-112616-00 Endorsement No. 000

Insured CERES ENVIRONMENTAL SERVICES, INC

Premium \$

Insurance Company

Countersigned by _____

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WC 00 03 13

(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

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City of Pinellas Park

Staff Report

File #: 18-441, **Version:** 1

Agenda Date: 5/10/2018

AUTHORIZATION FOR THE MAYOR TO SIGN A PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES - Pinellas County Cooperative Contract No. 156-0491-P(JA) - D & J Enterprises, Inc.

NOTE: This authorizes the Mayor to sign a Participant Agreement dated August 7, 2017, between the City of Pinellas Park and D & J Enterprises, Inc. (3495 Lee Road 10, Auburn, AL 36832) for disaster debris collection & removal services. This firm will provide disaster recovery and debris removal services should a natural disaster occur. These services will be charged to the appropriate account.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Participant Agreement with D & J Enterprises, Inc. for disaster debris collection & removal services. The participant agreement period will be from August 7, 2017 through December 31, 2023, and the services will be charged to the appropriate account.

EXHIBIT "A"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 156-0491-P(JA)

This contract entered into this 7 day of August, 2017, by and between the City of Pinellas Park, a political subdivision of the State of Florida, whose address is 5141 78th AVNUE N, Pinellas Park, FL 33781, hereinafter called "CITY/TOWN", and D & J Enterprises, Inc., an Incorporated Company whose address is 3495 Lee Road 10, Auburn, AL 36832, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 156-0491-P(JA) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.



8/31/17

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

By: Jason Sauters
Print Name: _____
Title: Operations Manager
Date: 8/31/17

CITY/TOWN

By: _____
Print Name: _____
Title: _____
Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 7 August, 2017 day of 2017 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and D & J Enterprises, Inc., 3495 Lee Road 10, Auburn, AL ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 156-0491-P(JA) ("RFP") for Disaster Debris Collection and Removal services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Director of Public Works.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall remain in full force until December 31, 2022, or termination of the Agreement, whichever occurs first.



5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$72,877,350.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

C. Travel Expenses. The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. **County Default Provisions and Remedies of Contractor.**

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.



- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.
13. **County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.
14. **Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Public Works Director or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to D & J Enterprises, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.
15. **Subcontracting/Assignment.**
- A. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.
- B. **Assignment.** This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.
16. **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

17. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Tipton
Pinellas County Public Works
22211 U.S. 19 North
Clearwater, FL 33765

For Contractor:

Attn: Jason Sanders, Operations Manager
D & J Enterprises, Inc.
3495 Lee Road 10
Auburn, AL 36832

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

18. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

19. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

20. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

21. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

22. 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.

23. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

25. 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.

26. Entire Agreement. This Agreement, including all exhibits which are incorporated herein by reference, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

County Administrator

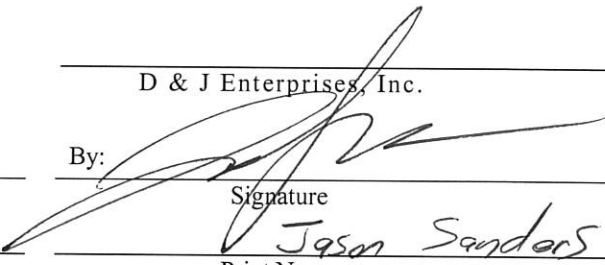


By

Mark S. Woodard

D & J Enterprises, Inc.

By:


Signature

Print Name

Jason Sanders

Operations Manager

APPROVED AS TO FORM

By:


Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

1. OVERVIEW

- a. There is no guarantee of minimum or maximum amounts per contract item.
- b. No adjustments to contract prices will be considered due to the increases or decreases in estimated quantities.
- c. No adjustments to contract prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)
- d. The Contractor is required to perform at least thirty (30%) percent of the work with its own forces.

Pinellas County will assign a Debris Manager (DM) or designee, who will establish and staff a Debris Management Center (DMC) which will provide overall coordination between the Contractor, Pinellas County, the County's contracted debris monitoring firm and municipalities.

2. PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by Pinellas County for the respective planning year. Pinellas County will provide the Contractor a copy of the County's current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

- a. Pinellas County will issue a Notice to Proceed (NTP) to the Contractor
Contractor should send a Project Manager (PM) to Pinellas County within 24 hours, as specified in the NTP, to begin planning and mobilization.
- b. Upon issuance of the first Task Order and Purchase Order, Contractor to begin mobilizing personnel and equipment necessary to perform the work.
 - Contractor to execute the required Performance and Payment Bonds.
- c. Location of DMS sites will be identified and supplied to Contractor by Pinellas County.
- d. Contractor will be required to remove the debris collected from designated homeowner drop-off sites on a daily basis.
- e. Contractor is responsible for the collection, reduction (if applicable) and hauling for disposal of debris by-products generated at all debris management sites or temporary debris storage and reduction (DMS) sites. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries requires written approval of the DM and is to be appropriately permitted.
- f. Pinellas County may require removal of debris from publicly maintained drainage areas, upon County authorization.
- g. The Contractor shall not mix Eligible Debris hauled for Pinellas County under this contract with any debris hauled for other municipalities or out-of-County municipalities under separate contracts. Contractor will not remove debris from private property without the express written authorization from DM.

3. CONTRACTOR'S RESPONSIBILITIES**1. General Operations**

- (1) Contractor will provide disaster debris recovery services in a good, workmanlike manner in accordance with accepted debris management industry practices.
- (2) Contractor will comply with all federal, state, and local safety and health requirements.
- (3) Contractor will conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.
- (4) Contractor will conduct operations in such a manner as to minimize property damage and/or personal injury to existing public and private property during the course of performance under this contract. Should damage occur, Contractor will report the location and extent of the

EXHIBIT A

STATEMENT OF WORK

- damage (including pictures) to the DM. Contractor must make best efforts to contact the property owner and notify them of the damage and provide the DM with contact information.
- (5) Contractor will supervise and direct work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of the Contractor and Contractor must provide a safe working environment.
 - (6) Contractor is to pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
 - (7) Copies of all permits shall be submitted to the DM or designee throughout the contract period.
 - (8) 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. Corrections for any such violations will be at no additional cost to Pinellas County.
 - (9) The subcontracting structure shall not exceed 3 tiers ((i) sub (ii) sub, sub (iii) sub, sub, sub) unless authorized.

b. Safety Plan and Safety Measures

Contractor is to prepare an Operations and Safety Plan including:

- (1) Method of subcontracting collection crews including determination of the number of crews
- (2) Communications with Pinellas County shall be detailed in the plan
- (3) Reporting data and information (logs, load tickets, etc.)
- (4) Quality Assurance and Quality Control
- (5) Field supervision and controls
- (6) Documentation of response to, and corrective measures for, property damage resulting from collection activities
- (7) Fuel supply
- (8) Temporary Traffic Control
- (9) Equipment and operations safety procedures
- (10) Protocol for debris removal around potential energized power lines
- (11) Sub-Contractor training for compliance with FEMA requirements
- (12) Invoicing procedures
- (13) Contractor will immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. The Contractor is responsible for removal and containment of all leaked fluids from the effected soil and pavement.
- (14) Contractor will ensure all personnel have and utilize personal protective safety gear (PPE) in accordance with OSHA requirements and company safety policies.
- (15) The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.

Traffic Control

- (16) Contractor is responsible for control of pedestrian and vehicular traffic during operations performed by the Contractor's personnel and/or sub-contractors.
- (17) Traffic control shall be in conformance with the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
- (18) Contractor is to provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements.

Hazardous Waste Issues

- (19) All materials classified as hazardous waste are to be immediately reported to the DM.
- (20) Contractor will segregate hazardous debris from the other debris using a method that will allow the remaining non-hazardous waste debris to be processed.
- (21) All hazardous debris at a DMS must be placed in the designated containment area or taken directly to an approved final disposal location.

EXHIBIT A

STATEMENT OF WORK

Hazardous Waste Spills

- (22) Contractor is responsible for reporting and cleaning up, all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the County.
- (23) Immediate containment actions shall be taken to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
- (24) Spills shall be reported to the Florida Department of Environmental Protection (FDEP) and/or the State Watch Office in accordance with Florida law and the DM immediately following discovery. A written follow-up report shall be submitted to the DM no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum, must include the following:
- Description of the material spilled (including identity, quantity, manifest number, etc.)
 - Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported
 - Exact time and location of spill, including description of the area involved
 - Receiving stream or waters
 - Cause of incident and equipment and personnel involved
 - Injuries or property damage
 - Duration of discharge
 - Containment procedures initiated
 - Summary of all communications the Contractor had with press, agencies, or Government officials other than Pinellas County
 - Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue

c. Conduct Of Operations

Contractor is to provide:

- (1) Personnel
- administrative support for contracted operations, on-site management staff to work with the County, and field supervisors, operators, drivers, laborers and other required staff.
 - Contractor must ensure that all personnel engaged in performing the services be fully qualified, and if required, authorized or permitted under Federal, State, Local and all applicable laws.
 - Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
 - Contractor must provide at least one multi-lingual speaking field supervisor, if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. Contractor must have a means to communicate with all their workers.
 - Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation and any other costs.
 - Contractor must provide a Project Manager (PM) to oversee work.
 - PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
 - PM will coordinate all communications with the County's representatives.
 - PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.
- (2) Labor
- All employees of the Contractor will be, at all times, sole employees of the Contractor under its direction and not an employee or agent of Pinellas County.
 - Pinellas County reserves the right to approve all sub-contractors.

EXHIBIT A

STATEMENT OF WORK

- Pinellas County reserves the right to require the removal of an employee working for the Contractor with or without cause.
- The Contractor is to provide its own project management staff.
- The Contractor will provide a list of all sub-contractors working under this contract, including phone numbers of contact personnel.
- Contractor must provide Pinellas County with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.

d. Work Schedule/Hours

- (1) Work is to be performed seven (7) days per week, including holidays as assigned.
- (2) Contractor will be required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day, if approved.
- (3) County reserves the right to extend or reduce the hours and days of operation during the contract period.
- (4) DM will establish the work hours and develop schedules.
- (5) Contractor must comply with 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.

4. CONTRACT SERVICES

TASK 1 - EMERGENCY DEBRIS CLEARANCE (FIRST PUSH)

TASK 2 - TEMPORARY DEBRIS STORAGE AND REDUCTION SITES/MANAGEMENT

TASK 3 - DEBRIS REMOVAL (LOAD and HAUL)

TASK 4 – HAZARDOUS TREE AND LIMB REMOVAL

TASK 5 – HAZARDOUS STUMP REMOVAL

TASK 1 - Emergency Debris Clearance (First Push)**Mobilization**

- (1) PM will provide the DM with an estimated number of work crews and equipment needed, if any, to perform this task based on the event within twenty-four (24) hours.
- (2) County will issue a Task Order to the Contractor defining the work and schedule.
- (3) Contractor is to mobilize the PM within 12 hours of receiving the request.
- (4) Contractor is to mobilize personnel and equipment for this task and shall be fully mobilized and prepared to conduct emergency debris clearance in County within 24 hours of receipt of the first task order. Work assignments within Pinellas County will be prioritized by the DM.

Debris Clearance – MUST BE COMPLETED WITHIN FIRST 70 HOURS

- (5) Clearing one lane of travel of debris from streets and roads (first push). This work may include cutting and reducing debris in place in order to allow traffic movement in the ROW.
- (6) Contractor is not to move from one designated work area to another designated work area without prior approval from the DM.
- (7) All debris must be placed along the edge of pavement on the shoulder of the road without blocking driveways, side streets or utilities of any kind.
- (8) DM will provide a work plan showing where to begin and which streets/roads will be cleared daily. The plan will be updated every day of operation.

Reporting

- (9) PM shall provide DM with a daily progress and productivity report, in writing and provide an update on progress, current issues, and plans for the next reporting period.
- (10) Contractor must track all crew and equipment time and locations cleared for the duration of the First Push operations. The Contractor must also, separately, track work done on any Federal-aid roads for the duration of the First Push operations. Documentation can be done

EXHIBIT A

STATEMENT OF WORK

in the form of logs but formatting must have the approval, in advance, of the DM. Documentation must include the following breakdowns:

- Description of work performed
- Location(s) of work performed
- Management, supervision, and labor composition, with hours worked and rates based on prices in the Exhibit C.
- Equipment type, name of operator, hours of actual use, and rates based on prices in the price proposal

Non-reimbursable:

- (12) No payment will be made for equipment down-time resulting from equipment failure, routine maintenance and fueling. Down-time must be deducted in one half-hour segments. Down-time occurring for less than fifteen minutes shall not be deducted from reported work hours.
- (13) The maximum payment allowed will be as defined in the Task Order ceiling price. The Contractor will be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully approved and executed by County in advance.

TASK 2 - Temporary Debris Storage And Reduction Sites/Management

- (1) Contractor will manage and operate the Temporary Debris Storage and Reduction (DMS) sites.
- Contractor is to only use DMS locations designated by the DM.
 - Contractor will haul vegetative debris, stumps, construction and demolition, and mixed debris, to the respective DMS for further sorting and reduction.
- (2) Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to accept and process, sort, reduce, and dispose of disaster-related debris at all DMS.
- (3) Reduction of vegetative debris shall be through approved air curtain burning and/or chipping and grinding, or other reduction methods, if approved.
- (4) Contractor is to sort C&D debris through visual inspection or assessment at the DMS to maximize recycling opportunities.
- (5) Contractor must construct inspection tower(s) at each DMS entrance and each exit in accordance herewith, providing all materials, tools, labor and supervision.
- The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer.
 - The inspection tower shall be sized to accommodate at least four (4) people.
 - The inspection tower construction must include a roof for personnel protection
 - The inspection tower must include stairs for access, with stair design or configuration in compliance with OSHA regulations and local codes to ensure safety performance needs as required.
 - Additional inspection towers may be requested, at no additional cost to the County.
- (6) Contractor is required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area is to be maintained to allow the safe and efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. Contractor must provide all barricades or signaling equipment/staff to provide safe passage into and out of the public roads from the DMS.

Equipment

- (7) Contractor to provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain burner(s), remove ash from the burner(s), load and haul for disposal all non-grindable or non-burnable debris and ash residue, field reduction as required for loading, lighting for night-time operations including shielding, and any other equipment which may be necessary for the performance of this contract.

EXHIBIT A

STATEMENT OF WORK

- (8) Prior to commencing debris reduction and disposal operations, Contractor is to provide a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower (including all air-curtain incinerators).
- (9) Contractor must provide a means for the County or the County's designated representative to measure and certify all trucks and trailers prior to being deployed for load and haul operations
- (10) Contractor will supply and use vinyl type placards with the names of Pinellas County, the applicable municipality, Contractor, and sub-contractor on them, and must have space large enough for the County's Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer.
 - Hauling capacity will be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.
 - Contractor must maintain a supply of placards in the event replacements are needed.
- (11) All trucks and other road equipment must be in compliance with all applicable local, state, and federal rules and regulations.
- (12) Sideboards or other extensions to a truck or trailer bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.
 - The sideboard extensions shall be braced with metal reinforcing.
 - The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground; all extensions are subject to acceptance or rejection by the DM.
- (13) All trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling, also permitting the vehicle to be loaded to capacity.
 - Gaps in the tailgate greater than two (2) inches are not permitted.
 - Tailgates must be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords are not permitted.
- (14) Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The DM reserves the right to reject equipment that is unsafe or inadequate.
- (15) Loading equipment used under this contract for debris collection must be rubber tired and sized properly to fit loading conditions.
 - Excessively large loading equipment three (3) CY and larger and non-rubber tired equipment must be approved.
- (16) Hauling containers must be a minimum of fifteen (15) cubic yards in volume unless approved.
- (17) Trailer type hauler containers must be equipped with either tandem axles and/or dual tires.
 - A minimum of four (4) tires are required on all trailers.
 - The GVWR shall be a minimum of ten thousand (10,000) pounds on all trailers unless approved.
 - All trailers must have a legible manufacturer's identification plate with ratings.

Work Schedule

Contractor is required to supervise all sub-contractors/crews during work hours up to twenty-four (24) hours, seven (7) days a week to meet the debris reduction and processing production requirements. Work schedules must be in compliance with all applicable laws.

Site Plan and Management

- (18) Contractor is responsible for establishing site layout at each of the DMS.
- (19) Contractor must provide sufficient site supervision of all assigned activities, at least one (1) supervisor at every DMS.
- (20) Contractor is responsible for preparing the site(s) to accept debris. Preparation includes clearing, erosion control, road installation, grading, and installation of inspection towers.
- (21) Contractor is responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS and for all necessary traffic control measures.
- (22) Contractor is responsible for maintaining security at the site.

EXHIBIT A

STATEMENT OF WORK

- (23) Contractor must minimize the risk of fire on the sites.
- (24) Contractor shall conduct operations at the DMS such that all nuisances to the surrounding residents are minimized, i.e., noise, dust, smoke and traffic congestion.
- (25) Contractor must provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. Contractor must remove all contaminants and hazardous waste from the debris at the DMS and store it in appropriate locations.
- (26) Contractor is required to construct a containment area at the DMS to store hazardous waste materials consisting of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
- (27) Contractor is responsible for repairing all damage from filling to grading with like material, all surface damage such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. Contractor must preserve and protect all existing structures on, or adjacent to, areas of work.
- (28) Contractor is responsible for closure of the DMS within thirty (30) calendar days of the last load of disaster-related debris for disposal. This closure shall include:
- removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.)
 - grading the site
 - environmental remediation
 - the site must be restored in accordance with all State and local requirements and to the pre-existing condition before the disaster event.

Debris Storage

As directed by the DM, Contractor is responsible for sorting and stockpiling the debris at the site.

- (29) Debris shall be segregated into:
- burnable/grindable vegetative debris
 - non-burnable/non-grindable mixed debris
 - hazardous and toxic waste
 - construction and demolition (C&D) debris
 - white goods
 - recyclable materials
 - ash residue
- (30) Contractor must take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as refrigerant, various oils, and fluids into the environment
- (31) Contractor must establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater.
- (32) Contractor shall set up plastic liners under stationary equipment such as fuel tanks and oil containers.
- (33) Contractor must provide qualified and certified refrigerant recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
- (34) Contractor must process (grind or burn, if applicable) all stumps and large logs hauled to the DMS. The price for processing the stumps and logs must be included in the overall price for processing vegetative debris.
- (35) Contractor must ensure all debris is processed and hauled from a DMS before moving to other sites, unless otherwise approved by the DM.

Debris Reduction

The following three (3) methods may be selected for the reduction of vegetative debris:

- (36) Above-Grade Air-Curtain Burning
- (37) Portable Air-Curtain Burning
- (38) Chipping and Grinding

EXHIBIT A

STATEMENT OF WORK

Above and Below -Grade Air-Curtain Burning

- (39) The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower.
- (40) Minimum required air velocity measured at the nozzle is 8,800 feet/minute (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
- (41) Pit should be a maximum of 8 feet wide, and from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
- (42) Pit must be constructed out of a highly compactable material that will hold shape and support the weight of the loading equipment.
- There shall be an impervious layer of clay or limestone on the bottom of the pit to provide a barrier for ground water protection and capable of supporting the wheel weight of the loading equipment.
 - The bottom layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
- (43) There must be a minimum distance of 100 feet between the burn area and the nearest debris piles, building and/or people or workers.
- (44) The ends of the pits must be sealed with dirt or other material to a minimum height of four feet.
- (45) A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six (3 – 6) inches from the edge of the pit.
- (46) There must be one-foot (1') high wheel stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
- (47) The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
- (48) Length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
- (49) The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. The Contractor shall be responsible for dust control while handling ash materials.
- (50) No hazardous or contained-ignitable material is to be dumped into the pit.
- (51) Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending on site conditions.
- (52) Contractor shall apply for, and obtain, all local, state and federal permits for air curtain incineration and meet all applicable emission standards.

Portable Air-Curtain Burning

- (53) Portable incinerators are the preferred method of air-curtain burning.
- (54) Minimum required air velocity measured at the nozzle is 8,800 feet/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
- (55) There must be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles, buildings, and/or people and workers.
- (56) There must be one-foot high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops shall be constructed of fireproof material.
- (57) The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. Contractor is responsible for dust control while handling ash materials.
- (58) No hazardous or contained-ignitable material is to be dumped into the pit.

EXHIBIT A

STATEMENT OF WORK

- (59) Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending upon site conditions.
- (60) Contractor shall apply for and obtain all local, state and federal permits for air curtain incineration and meet all applicable emission standards.

Chipping and Grinding

- (61) The average chip size produced is dependent on the needs of the end user or as defined by the DM. The reduction in volume of the vegetative debris shall be at least a 4:1 ratio. Contractor shall provide the DM specifications of the grinder screen size and the reduction ratio for each grinder used on this contract for approval, prior to commencing chipping or grinding operations.
- (62) Contaminants are not permitted in the chips or mulch.
- Plastics, metals, pressure treated lumber, and other non-vegetative debris shall be eliminated.
 - Sand and dirt should be minimized as much as possible.
 - Root rake loading equipment should be used to feed material to the chipper/grinder.
 - Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders.
 - Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
- (63) Chips/mulch should be stored in piles no higher than twelve (12') feet, and meet all state and local laws.
- (64) Contractor must obtain authorization to make any changes to the processing requirements above.

Load Tickets

- (65) Contractor must ensure that no debris is transported into a DMS without an accompanying properly completed load ticket.
- (66) A five (5) part load ticket must be used for recording volumes of debris removed, processed and disposed.
- Contractor must provide ticket forms with pre-printed unique ticket identifier.
 - Load ticket provided by Contractor must be approved prior to being used.
- (67) The Load Ticket must include the following information completed:
- Street address or coordinates of where debris is picked up
 - Amount of debris picked up
 - Amount of debris hauled
 - Amount of debris disposed
- (68) A Load Site Monitor will issue a 5-part load ticket to the driver prior to departure from the loading site and will retain one copy of the ticket.
- Upon arrival at the DMS, the vehicle operator will give the remaining four parts to the Tower Monitor at the DMS Inspection Tower.
 - The Tower Monitor will validate the ticket and enter delivered volume as appropriate.
 - The Tower Monitor will keep the one copy and give the remaining three parts to the vehicle operator.
 - Contractor will ensure that the remaining 3 parts of the load tickets are retained for record and invoicing as appropriate.
- (69) Debris removal sub-contractors will not be permitted to unload the debris at a DMS without an approved Load Ticket that was supplied by and partially completed by the Load Site Monitor.
- (70) Sub-contractor(s) will not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without approval.

EXHIBIT A

STATEMENT OF WORK

Measurements

(71) Measurement for the management and processing of all incoming debris will be by the cubic yard as determined through truck and trailer measurements.

- Partial loads will be adjusted down by visual inspection by the Tower Monitor.
- Load measurements will be documented on Load Tickets, and daily log sheets.

TASK 3 - Debris Removal (Load And Haul)General

- (1) Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to load, and haul disaster-generated debris.
- (2) The quantity of debris resulting from a disaster event may preclude sorting of debris at the ROW; therefore, Contractor must receive approval from the DM for any proposed alternative direction on collection and sorting at the start of event.

Work Schedule

- (3) Contractor must provide an interim schedule within two (2) days and a final project plan within seven (7) days following the date of disaster. This project plan includes subcontracting activities, number of hauling units and anticipated completion schedule.
- (4) Contractor will be required to work, at minimum, a twelve (12) hour day, seven (7) days a week during the removal phase generally during daylight hours.
 - The County reserves the right to extend or reduce the hours and days of operation during the contract period.
 - Contractor must coordinate with Pinellas County or the applicable municipality and its representatives and monitoring contractors to establish the work hours and to update schedules.
 - Rain events during collection cannot be considered reason to stop work unless the conditions create a potential safety hazard. The Contractor shall notify the DM, or designee, of work stoppage due to inclement weather with the appropriate justification.
- (5) The project duration (completion date) will be estimated during the initial seven (7) day planning period following the date of the disaster.

Performance Schedule

- (6) Contractor must provide a work plan showing where operations will begin and which streets/roads will be picked up on a two (2), seven (7) and fourteen (14) day projection. The plan will be updated weekly.
- (7) Weekly progress and productivity reports are required for the scheduled activities. At minimum this report must include the following:
 - Description of work performed
 - Number of trucks in use
 - Number of loading equipment in use
 - Number of load tickets processed at each DMS
 - Number of cubic yards of each type of debris at each DMS
 - Total cubic yards of each type of debris collected and hauled
 - Locations of completed work
 - Locations of current work
 - Locations to be worked next
 - Discussion of damage claims
 - Discussion of current issues needing a resolution

Debris Removal

- (8) Work will be prioritized by the DM. Contractor need to be prepared to respond to priorities within the framework of the established schedule as they are established by the DM.

EXHIBIT A

STATEMENT OF WORK

- (9) Contractor is to provide all labor, equipment, machines and tools, fuel, lubricants, spare parts, etc. necessary to load and haul eligible disaster-generated debris.
- equipment is to be in good working condition
 - If equipment becomes inoperable, it must be repaired or replaced with similar equipment within twenty-four (24) hours.
 - The County prefers use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County.
- (10) Contractor responsible for:
- Examining debris to determine whether or not the debris is eligible,
 - Loading the debris, and
 - Hauling the debris to an approved DMS or final disposal location.
- (11) Ineligible Debris cannot be loaded, hauled, or dumped under this contract. Mixing Ineligible Debris with Eligible Debris will render the entire load Ineligible. The Contractor will not be reimbursed for collection of such mixed loads of Eligible Debris and Ineligible Debris.
- (12) Debris removal includes all eligible debris found on the ROW within the area defined by the DM. The DM may specify any Eligible Debris within the ROW which should not be removed, or which should be removed at a later time or by others.
- (13) Debris removal may include the removal of Eligible Debris from eligible canals and waterways within the County.
- (14) Contractor must make as many passes through the designated area as required by the DM.
- (15) Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property shall be cut by Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW will be removed.
- (16) Contractor cannot enter onto private property during the performance of this contract without the prior written approval of the DM.
- (17) Contractor will use only rubber-tired equipment in the performance of loading and hauling debris.
- (18) Contractor and its personnel cannot use equipment or labor authorized for debris removal under this contract for private work during the working hours designated under this contract.
- (19) All vegetative and C&D debris shall be mechanically loaded and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. "Hand Loading" of vegetative and C&D debris is not authorized under this contract without the approval of the DM. Vehicles delivering debris using hand loading methods will be reduced by 50% of the observed volume as defined in FEMA Policy RP9523.12 or current FEMA policy.
- (20) Contractor is responsible for filling to grade with like material, all surface damage such as rutting and pavement damage caused by the Contractor's equipment during debris removal.
- Contractor must repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.
 - Contractor must preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work.
- (21) Contractor must repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred. Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving the claim.
- (22) During the Debris Removal process it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from pavement.
- (23) Contractor cannot move from one designated work area to another work area prior to receiving authorization from the DM.
- (24) Contractor shall provide sufficient field supervision for all assigned activities.
- Contractor shall provide a minimum of three (3) field supervisors at all times.
 - The DM may require additional field supervisors at an expected rate of (3) field supervisors for every 100,000 CY of estimate debris.

EXHIBIT A

STATEMENT OF WORK

- (25) Trucks shall be loaded so no debris extends beyond the truck bed in any direction.
- All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment.
 - All debris shall be adequately secured while being transported to the designated DMS including the use of tarps or other mechanical means to ensure no loss of debris.
 - All equipment hauling debris to the DMS are required to be capable of self-dumping or removing its load without assistance from other equipment.
- (26) Any material identified as a potentially hazardous or toxic waste must be reported immediately to the DM, including exact location. Regulated hazardous wastes will be collected by a specialty Contractor hired or employed through the Contractor, who is licensed and permitted to handle these types of materials.)
- (27) Contractor shall remove white goods debris by hauling it separately from other debris types. The Contractor shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.
- (28) Contractor shall notify the DM if inoperable personal property items such as automobiles, trucks, trailers, boats and boat trailers are identified that obstruct or impede debris removal.
- The DM shall notify the Contractor if the vehicle or vessel or other item is to be removed.
 - Removal of this debris by Contractor must be accomplished by acceptable and approved towing methods.
 - Removal shall be accomplished without causing further damage to the item.
 - Items shall be stored as directed by the DM.
- (29) Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical and communications equipment are not Eligible Debris and must be reported to the DM.

TASK 4 – Hazardous Tree And Limb RemovalGeneral

- (1) Tree and limb work includes the removal and disposal of hazardous leaning trees and hanging limbs in public ROW. Removal of hazardous trees or limbs on private property must only be conducted at the direction of the DM.
- (2) Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform tree and limb removal work.
- (3) Equipment used to remove hazardous hanging limbs must have the ability to reach at least sixty (60) feet above the ground.
- (4) Contractor shall notify the DM of any damage caused to private property or the public ROW during the course of tree or limb removal. Contractor is responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.

Tree & Limb Removal

A tree may be deemed hazardous if the following criteria are met:

- The condition was caused by the disaster;
- It is an immediate threat to life, public health and safety, or improved property;
- It has a diameter of six (6) inches or greater measured 4.5 feet above ground level, and the tree:
 - Has a split trunk;
 - Has a broken canopy; or
 - Is leaning at an angle greater than thirty (30°) degrees.

A limb may be deemed hazardous if it is hanging over improved property or public-use areas as defined by FEMA and the following criteria are met:

- It is greater than two (2") inches in diameter at the point of break;
- is an immediate threat.

EXHIBIT A

STATEMENT OF WORK

- (5) Each hazardous tree and limb must be documented by the County prior to removal or remedy.
- (6) Contractor will be tasked to remove or remedy these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation.
- (7) All trees requiring removal shall be cut flush to the ground.
- (8) As directed by the DM, Contractor must straighten and brace a tree if saving the tree is deemed to be in the best interest of the County.
- (9) Contractor shall remove all hazardous limbs located on public property that have a diameter greater than two (2") at the point of the break and still hanging on the tree. Contractor must ensure that only the minimum amount of work necessary to remove the hazardous limb is done.
- (10) The resulting debris from removal of hazardous trees and limbs will be treated as normal vegetative debris and shall be hauled to an approved DMS for further reduction.

TASK 5 – Hazardous Stump RemovalGeneral

- (1) A stump may be deemed hazardous if it poses an immediate threat, it extends over improved property or public-use areas as defined by FEMA and all the following criteria are met:
 - It has fifty (50%) percent or more of the root-ball exposed;
 - It is greater than twenty-four (24") inches in diameter, as measured twenty-four (24") inches above the ground; and
 - Extraction is required as part of the removal.
- (2) Hazardous stump removal work includes the removal and disposal of hazardous stumps in public ROW. Removal of hazardous stumps on private property shall only be conducted at the direction of the DM.
- (3) Contractor will provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform hazardous stump removal work.
- (4) Contractor must notify the DM of any damage caused to private property or the public ROW during the course of hazardous stump removal. Contractor is responsible for repairs to private property or facilities within the public ROW caused by the removal of hazardous stumps.
- (5) All stumps and stump remnants which are fully disengaged from the ground and in a public ROW will be considered normal vegetative debris. The only exception to this will be if a fully disengaged stump, due to its size or condition requires special equipment to remove. In that case, Contractor must submit to the DM a specific scope of work necessary to remove it along with photo documentation and a proposed unit price for removing the stump. The Contractor shall not remove stumps requiring special equipment until authorized by the DM.
- (6) Contractor must remove all disengaged stumps and stump remnants from the assigned Load Site area before moving to another work area unless otherwise approved by the DM.

Hazardous Stump Removal

- (7) Contractor will remove all hazardous stumps from improved public property and ROW.
- (8) Each hazardous stump will be documented by the County prior to removal.
- (9) Contractor will be tasked to remove these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation.
- (10) Contractor shall not remove a hazardous stump before a Task Order has been issued for the removal of the stump. Removal of a stump prior to the task order being issued will result in the stump being treated as normal vegetative debris.
- (11) A stump that is exposed more than fifty (50%) percent may be removed by grinding if it is less costly than extraction and is eligible.
- (12) The root-ball hole must be filled in after removal.

EXHIBIT A

STATEMENT OF WORK

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

ASH: Is the residue produced by incineration of burnable, Eligible Debris.

BULKY HOUSEHOLD WASTE/GARBAGE: Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.

CONSTRUCTION AND DEMOLITION DEBRIS (C&D): Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.

DEBRIS MANAGER: Responsible person for debris operations and implementation of this contract. The Debris Manager may appoint a representative, or designee, to coordinate all phases of debris operations and contract compliance.

ELIGIBLE DEBRIS: Disaster generated debris which is eligible for FEMA reimbursement based upon then current FEMA regulations, guides and fact sheets, which is produced or generated by declared, natural or manmade disasters, is placed at street-side by residents and/or commercial establishments and/or cleared from rights-of-way located within the Unincorporated area of Pinellas County, Florida under six (6) possible classifications: 1) woody vegetative and yard debris, 2) C & D, 3) White Goods, 4) recyclables, 5) and any other disaster-generated debris, such as Bulky Household Waste/Garbage. These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris, may be recyclable also.

FINAL DISPOSAL SITES: A County-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris or a County-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.

HAND LOADING: Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load by 50% because of the low compaction achieved by hand-loading. For example, if a 40 cubic-yard (CY) hand-loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100 percent full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY $\{(40 \text{ CY} / 2) \times 100\}$. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY $\{(40 \text{ CY} / 2) \times 50\}$. The maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity. FEMA Recovery Policy RP-9523.11.

HAZARDOUS STUMP: When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety. Per current FEMA regulations, policies and guidance.

HAZARDOUS AND/OR TOXIC WASTE: Regulated wastes not included in Household Hazardous Wastes.

HOUSEHOLD HAZARDOUS WASTE: Household hazardous wastes are materials commonly found in households that are potentially harmful to health and the environment. Examples of these materials include paint, pesticides, motor oil, lubricants, cleaners, solvents, and other materials. These materials are typically not stored in sufficient quantity to require state or federal regulation.

HOT SPOTS: Areas within Pinellas County where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.

EXHIBIT A

STATEMENT OF WORK

INELIGIBLE DEBRIS: Debris, which is ineligible for FEMA reimbursement based upon then applicable FEMA regulations, guides and fact sheets, and was not generated by the declared, natural or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of Pinellas County to collect and dispose.

INSPECTION TOWER: This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen wheel transfer trailer and large enough for at least four (4) people.

LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS—FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.

LOAD SITE: The location where Eligible Debris is collected from public property or public road. The load site may include the debris hauling vehicles, labor, and loading equipment.

LOAD SITE MONITOR: Issue debris load tickets for eligible debris cleared and removed at locations within Pinellas County as designated by the DMC in coordination with the Debris Removal Contractor.

LOAD TICKET: A serialized, five-part form used to record and document volumes of Eligible Debris collected by the Contractor.

MIXED WASTE: The combination of two or more categories of debris shall be considered mixed. This category of waste may require sorting before processing and disposal.

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS): Is a system that improves response operations through the use of the Incident Command Systems (ICS) and other standard procedures and preparedness measures.

NATIONAL RESPONSE CENTER: The sole national point of contact for reporting oil, chemical, radiological and biological discharges.

NOTICE TO PROCEED: Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM (or other designee(s) identified by the Contract Administrator in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of Pinellas County unless modified by a written list of persons authorized by the Public Works Director to issue such notice. Written notice to proceed may be delivered to Contractor via e-mail, facsimile, overnight carrier or hand-delivery in person to the Contractor representative. Contractor will provide a contact list (including name, address, position, telephone, cell phone, fax and e-mail address) of persons authorized to receive the NTP within seven (7) days of execution of the contract.

PASSES: The number of times the Contractor passes through the assigned Work Zone to collect all Eligible Debris.

PROJECT MANAGER: A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to Pinellas County.

RECYCLABLES: Includes, but is not limited to, materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil and tires.

EXHIBIT A

STATEMENT OF WORK

RECYCLING FACILITY: A facility that recycles or reuses eligible debris.

RIGHT(S) OF WAY (ROW): Public streets and roads.

TASK ORDER: Written authorization issued to the Contractor by Pinellas County to define a specific scope of work or area of work and the time period authorized for the completion of stated services.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S): A County-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR: The County's authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR: The County's authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the Contractor.

DEFINITIONS, ACRONYMS AND ABBREVIATIONS
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TIPPING FEE: A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

TOWER MONITOR: Validates the load ticket from the Load Site Monitor and estimate the percentage of full capacity ensuring that they are not artificially loaded and accurately completes their portion of the load ticket.

WHITE GOODS: Includes but is not limited to household appliances, such as ranges, washers, water heaters, refrigerators and other domestic or commercial-sized appliances.

WOODY VEGETATIVE AND YARD DEBRIS: Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes and shrubs.

WORK CREW: Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

WORK ZONE: The designated area within Pinellas County that the Contract Administrator, or authorized representative, has assigned to the Contractor to perform Eligible Debris removal and hauling services.

ACRONYMS AND ABBREVIATIONS

BCC	Board of County Commissioners, Pinellas County
C&D	Construction and Demolition
CY	Cubic Yard
DM	Debris Manager
DMC	Debris Management Center

EXHIBIT A

STATEMENT OF WORK

DMS	Debris Management Site
EA	Each
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
HHW	Household Hazardous Waste
LF	Linear Feet
LSM	Load Site Monitor
NTP	Notice to Proceed
PM	Project Manager
ROW	Right(s) of Way
TDSRS	Temporary Debris Storage and Reduction Site

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE:

- a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. 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) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer 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.
- f) 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.

EXHIBIT B

INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Proposer 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.*

All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County 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 Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County 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 County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer 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.

- h) 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 County. If Proposer 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 County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to

EXHIBIT B

INSURANCE REQUIREMENTS

the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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:

a. Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$500,000.00
Per Employee Disease	\$500,000.00
Policy Limit Disease	\$500,000.00

- b. 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	\$1,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Personal Injury and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00

- c. Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer 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 Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

- d. Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits	
Each Occurrence	\$4,000,000.00
General Aggregate	\$4,000,000.00

EXHIBIT B

INSURANCE REQUIREMENTS

- e. 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, clean-up 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	\$5,000,000.00
General Aggregate	\$5,000,000.00

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.

- f. Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT D

PAYMENT/INVOICES

MOBILIZATION	Lump Sum Total
	\$ 25,000.00

DEBRIS CLEARANCE	Unit	Rate	Total (Units x Rate)
Additional General Labor Delete per ADD. 1	240 Hours	\$ xx	\$ xx
General Management Delete per ADD. 1	70 Hours	\$ xx	\$ xx
1. Wheel Loader with operator, 2.5cy 2. Foreman with support vehicle and small equipment. 3. Laborer with chainsaw 4. Laborers with small tools (2)	500 Hours	175.00	87,500.00
TOTAL – DEBRIS CLEARANCE			\$ 87,500.00

VEGETATIVE COLLECT AND HAUL	Estimated Total Units	Rate	Total (Units x Rate)
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	900,000 CY	\$ 6.97	\$ 6,273,000.00
16-30 miles vegetative from ROW to DMS	900,000 CY	\$ 7.17	\$ 6,453,000.00
31-60 miles vegetative from ROW to DMS	900,000 CY	\$ 7.17	\$ 6,453,000.00
60+ miles vegetative from ROW to DMS	900,000 CY	\$ 7.17	\$ 6,453,000.00
TOTAL – VEGETATIVE COLLECT and HAUL			\$ 25,632,000.00

MANAGEMENT AND REDUCTION	Estimated Total Units	Rate	Total (Units x Rate)
Grinding	900,000 CY	\$ 2.65	\$ 2,385,000.00
Air Curtain Burning	900,000 CY	\$ 2.00	\$ 1,800,000.00
Open Burning	900,000 CY	\$ 2.00	\$ 1,800,000.00
Compacting	900,000 CY	\$ 2.00	\$ 1,800,000.00
TOTAL – MANAGEMENT and REDUCTION			\$ 7,785,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	Estimated Total Units	Rate	Total (Units x Rate)
0-15 miles C&D from ROW to DMS	900,000 CY	\$ 6.97	\$ 6,273,000.00
16-30 miles C&D from ROW to DMS	900,000 CY	\$ 7.17	\$ 6,453,000.00
31-60 miles C&D from ROW to DMS	900,000 CY	\$ 7.27	\$ 6,543,000.00
60+ miles C&D from ROW to DMS	900,000 CY	\$ 7.37	\$ 6,633,000.00
TOTAL – C & D COLLECT and HAUL			\$ 25,902,000.00

EXHIBIT D
PAYMENT/INVOICES

FINAL DISPOSAL	Estimated Total Units	Rate	Total (Units x Rate)
0-15 miles from DMS to Final Disposal	500,000 CY	\$ 2.50	\$ 1,250,000.00
16-30 miles from DMS to Final Disposal	500,000 CY	\$ 2.75	\$ 1,375,000.00
31-60 miles from DMS to Final Disposal	500,000 CY	\$ 3.50	\$ 1,750,000.00
60+ miles from DMS to Final Disposal	500,000 CY	\$ 3.50	\$ 1,750,000.00
Tipping Fees (vegetative)	500,000 CY	\$ XX	\$ XX
Tipping Fees (mix) Delete tipping Fee's per ADD.1	500,000 CY	\$ XX	\$ XX
Tipping Fees (C&D)	500,000 CY	\$ XX	\$ XX
TOTAL – FINAL DISPOSAL			\$ 6,125,000.00

TREE OPERATIONS	Estimated Total Units	Rate	Total (Units x Rate)
Hazardous trees 6" – 12"	300 Trees	\$ 65.00	\$ 19,500.00
Hazardous Trees 13" – 24"	300 Trees	\$ 75.00	\$ 22,500.00
Hazardous Trees 25" – 36"	300 Trees	\$ 95.00	\$ 28,500.00
Hazardous Trees 37" – 48"	300 Trees	\$ 150.00	\$ 45,000.00
Hazardous Trees 49"+	300 Trees	\$ 325.00	\$ 97,500.00
Trees with Hazardous Limbs > 2"	300 Trees	\$ 105.00	\$ 31,500.00
Hazardous Stumps > 24" – 36"	100 Stumps	\$ 125.00	\$ 12,500.00
Hazardous Stumps > 37" – 48"	75 Stumps	\$ 195.00	\$ 14,625.00
Hazardous Stumps > 49"	50 Stumps	\$ 325.00	\$ 16,250.00
Stump Grinding > 24" – 36"	100 Stumps	\$ 65.00	\$ 6,500.00
Stump Grinding > 37" – 48"	75 Stumps	\$ 95.00	\$ 7,125.00
Stump Grinding > 49" +	50 Stumps	\$ 125.00	\$ 6,250.00
Stump Fill Dirt	100 CY	\$ 10.00	\$ 1,000.00
TOTAL – TREE OPERATIONS			\$ 308,750.00

SPECIALTY REMOVAL	Estimated Total Units	Rate	Total (Units x Rate)
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	100,000 CY	\$ 11.65	\$ 1,165,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	500,000 CY	\$ 11.25	\$ 5,625,000.00
Vehicle Removal	500 LF 10 Units	\$ 15.00	\$ 7,500.00
Vessel Removal (from land)	1200 LF 20 Units	\$ 28.00	\$ 33,600.00
Vessel Removal (marine)	2000 LF 40 Units	\$ 49.00	\$ 98,000.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	200 Pounds	\$ 8.00	\$ 1,600.00
ROW White Goods Removal	1500 Units	\$ 35.00	\$ 52,500.00
Freon Management	500 Units	\$ 25.00	\$ 12,500.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	2000 Pounds	\$ 1.00	\$ 2,000.00

EXHIBIT D
PAYMENT/INVOICES

SECTION F – FEE SUBMITTAL			
Biowaste (waste capable of causing infection to humans – animal waste, human blood, pathological waste)	5000 Pounds	\$ 2.00	\$ 10,000.00
Household Hazardous Waste (HHW)	5000 Pounds	\$ 2.00	\$ 10,000.00
TOTAL – SPECIALTY REMOVAL			\$ 7,017,700.00

TOTALS WORKSHEET:

	TOTAL COST
Mobilization	\$ 25,000.00
Debris Clearance	\$ 87,500.00
Vegetative Collect & Haul	\$ 25,632,000.00
Management and Reduction	\$ 7,785,000.00
C & D Collect & Haul	\$ 25,902,000.00
Final Disposal	\$ 6,125,000.00
Tree Operations	\$ 308,750.00
Specialty Removal	\$ 7,017,700.00

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable

attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT E
GRANT FUNDING CONDITIONS
BID NUMBER: 156-0491-P(JA)
BID TITLE: Disaster Debris Collection & Removal

1. **Drug Free Workplace Requirements (See Attachment B):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** 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. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. 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

Please see information requested on Attachment B

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). 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 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.

8. **Copeland Anti Kick Back Act:** Contractors shall 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.
9. **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.
10. **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).
11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must 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. **The bidder shall certify compliance as per Attachment B**
12. **Byrd Anti-Lobbying Amendment (See attachment B) (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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. **The bidder shall certify compliance as per Attachment B**
13. **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 recipient or subrecipient wishes to enter 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 recipient or subrecipient 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
14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

16. Access to Records:

(1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

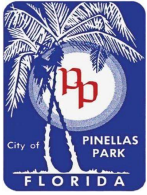
(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

17. Department of Homeland Security Seal, Logo and Flags: The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18. Compliance with Federal Law, Regulations, and Executive Orders: This is in acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19. 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.

20. Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



City of Pinellas Park

Staff Report

File #: 18-442, **Version:** 1

Agenda Date: 5/10/2018

AUTHORIZATION FOR THE MAYOR TO SIGN A PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES - Pinellas County Cooperative Contract No. 156-0491-P(JA) - Phillips and Jordan, Inc.

NOTE: This authorizes the Mayor to sign a Participant Agreement dated August 7, 2017, between the City of Pinellas Park and Phillips and Jordan, Inc. (10201 Parkside Drive, Suite 300, Knoxville, TN 37922) for disaster debris collection & removal services. This firm will provide disaster recovery and debris removal services should a natural disaster occur. These services will be charged to the appropriate account.

ACTION: (Approve - Deny) Authorization for the Mayor to sign a Participant Agreement with Phillips and Jordan, Inc. for disaster debris collection & removal services. The participant agreement period will be from August 7, 2017 through December 31, 2023, and the services will be charged to the appropriate account.

EXHIBIT "A"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 156-0491-P(JA)

This contract entered into this 7 day of August, 2017, by and between the City of Pinellas Park, a political subdivision of the State of Florida, whose address is 5141 78th Avenue N, Pinellas Park, FL 33781, hereinafter called "CITY/TOWN", and Phillips & Jordan, Inc., an Incorporated Company whose address is 10201 Parkside Drive, Suite 300, Knoxville, TN 37922, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 156-0491-P(JA) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

By: Dudley Orr
Print Name: Dudley Orr
Title: Vice President
Date: 4/9/18

CITY/TOWN

By: _____
Print Name: _____
Title: _____
Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 7 day of August, 2017 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Phillips & Jordan, Inc., 10201 Parkside Drive, Ste 300, Knoxville, TN ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 156-0491-P(JA) ("RFP") for Disaster Debris Collection and Removal services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Director of Public Works.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall remain in full force until December 31, 2022, or termination of the Agreement, whichever occurs first.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$102,324,500.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

C. Travel Expenses. The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

13. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

14. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Public Works Director or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Phillips & Jordan, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

15. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

16. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

17. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Tipton
Pinellas County Public Works
22211 U.S. 19 North
Clearwater, FL 33765

For Contractor:

Attn: Dudley Orr, Vice President
Phillips & Jordan, Inc.
10201 Parkside Drive, Suite 300
Knoxville, TN 37922

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

18. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

19. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

20. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

21. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

22. 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.

23. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

25. 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.

26. Entire Agreement. This Agreement, including all exhibits which are incorporated herein by reference, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

County Administrator

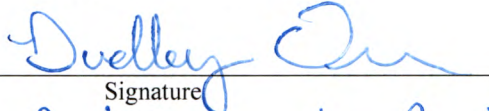


By

Mark S. Woodard

Phillips & Jordan, Inc.

By:



Signature

Dudley Orr, Vice President

Print Name

APPROVED AS TO FORM

By:



Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

1. OVERVIEW

- a. There is no guarantee of minimum or maximum amounts per contract item.
- b. No adjustments to contract prices will be considered due to the increases or decreases in estimated quantities.
- c. No adjustments to contract prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)
- d. The Contractor is required to perform at least thirty (30%) percent of the work with its own forces.

Pinellas County will assign a Debris Manager (DM) or designee, who will establish and staff a Debris Management Center (DMC) which will provide overall coordination between the Contractor, Pinellas County, the County's contracted debris monitoring firm and municipalities.

2. PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by Pinellas County for the respective planning year. Pinellas County will provide the Contractor a copy of the County's current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

- a. Pinellas County will issue a Notice to Proceed (NTP) to the Contractor
Contractor should send a Project Manager (PM) to Pinellas County within 24 hours, as specified in the NTP, to begin planning and mobilization.
- b. Upon issuance of the first Task Order and Purchase Order, Contractor to begin mobilizing personnel and equipment necessary to perform the work.
 - Contractor to execute the required Performance and Payment Bonds.
- c. Location of DMS sites will be identified and supplied to Contractor by Pinellas County.
- d. Contractor will be required to remove the debris collected from designated homeowner drop-off sites on a daily basis.
- e. Contractor is responsible for the collection, reduction (if applicable) and hauling for disposal of debris by-products generated at all debris management sites or temporary debris storage and reduction (DMS) sites. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries requires written approval of the DM and is to be appropriately permitted.
- f. Pinellas County may require removal of debris from publicly maintained drainage areas, upon County authorization.
- g. The Contractor shall not mix Eligible Debris hauled for Pinellas County under this contract with any debris hauled for other municipalities or out-of-County municipalities under separate contracts. Contractor will not remove debris from private property without the express written authorization from DM.

3. CONTRACTOR'S RESPONSIBILITIES**1. General Operations**

- (1) Contractor will provide disaster debris recovery services in a good, workmanlike manner in accordance with accepted debris management industry practices.
- (2) Contractor will comply with all federal, state, and local safety and health requirements.
- (3) Contractor will conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.
- (4) Contractor will conduct operations in such a manner as to minimize property damage and/or personal injury to existing public and private property during the course of performance under this contract. Should damage occur, Contractor will report the location and extent of the

EXHIBIT A

STATEMENT OF WORK

damage (including pictures) to the DM. Contractor must make best efforts to contact the property owner and notify them of the damage and provide the DM with contact information.

- (5) Contractor will supervise and direct work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of the Contractor and Contractor must provide a safe working environment.
- (6) Contractor is to pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- (7) Copies of all permits shall be submitted to the DM or designee throughout the contract period.
- (8) 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. Corrections for any such violations will be at no additional cost to Pinellas County.
- (9) The subcontracting structure shall not exceed 3 tiers ((i) sub (ii) sub, sub (iii) sub, sub, sub) unless authorized.

b. Safety Plan and Safety Measures

Contractor is to prepare an Operations and Safety Plan including:

- (1) Method of subcontracting collection crews including determination of the number of crews
- (2) Communications with Pinellas County shall be detailed in the plan
- (3) Reporting data and information (logs, load tickets, etc.)
- (4) Quality Assurance and Quality Control
- (5) Field supervision and controls
- (6) Documentation of response to, and corrective measures for, property damage resulting from collection activities
- (7) Fuel supply
- (8) Temporary Traffic Control
- (9) Equipment and operations safety procedures
- (10) Protocol for debris removal around potential energized power lines
- (11) Sub-Contractor training for compliance with FEMA requirements
- (12) Invoicing procedures
- (13) Contractor will immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. The Contractor is responsible for removal and containment of all leaked fluids from the effected soil and pavement.
- (14) Contractor will ensure all personnel have and utilize personal protective safety gear (PPE) in accordance with OSHA requirements and company safety policies.
- (15) The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.

Traffic Control

- (16) Contractor is responsible for control of pedestrian and vehicular traffic during operations performed by the Contractor's personnel and/or sub-contractors.
- (17) Traffic control shall be in conformance with the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
- (18) Contractor is to provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements.

Hazardous Waste Issues

- (19) All materials classified as hazardous waste are to be immediately reported to the DM.
- (20) Contractor will segregate hazardous debris from the other debris using a method that will allow the remaining non-hazardous waste debris to be processed.
- (21) All hazardous debris at a DMS must be placed in the designated containment area or taken directly to an approved final disposal location.

EXHIBIT A

STATEMENT OF WORK

Hazardous Waste Spills

- (22) Contractor is responsible for reporting and cleaning up, all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the County.
- (23) Immediate containment actions shall be taken to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
- (24) Spills shall be reported to the Florida Department of Environmental Protection (FDEP) and/or the State Watch Office in accordance with Florida law and the DM immediately following discovery. A written follow-up report shall be submitted to the DM no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum, must include the following:
- Description of the material spilled (including identity, quantity, manifest number, etc.)
 - Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported
 - Exact time and location of spill, including description of the area involved
 - Receiving stream or waters
 - Cause of incident and equipment and personnel involved
 - Injuries or property damage
 - Duration of discharge
 - Containment procedures initiated
 - Summary of all communications the Contractor had with press, agencies, or Government officials other than Pinellas County
 - Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue

c. Conduct Of Operations

Contractor is to provide:

- (1) Personnel
- administrative support for contracted operations, on-site management staff to work with the County, and field supervisors, operators, drivers, laborers and other required staff.
 - Contractor must ensure that all personnel engaged in performing the services be fully qualified, and if required, authorized or permitted under Federal, State, Local and all applicable laws.
 - Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
 - Contractor must provide at least one multi-lingual speaking field supervisor, if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. Contractor must have a means to communicate with all their workers.
 - Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation and any other costs.
 - Contractor must provide a Project Manager (PM) to oversee work.
 - PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
 - PM will coordinate all communications with the County's representatives.
 - PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.
- (2) Labor
- All employees of the Contractor will be, at all times, sole employees of the Contractor under its direction and not an employee or agent of Pinellas County.
 - Pinellas County reserves the right to approve all sub-contractors.

EXHIBIT A

STATEMENT OF WORK

- Pinellas County reserves the right to require the removal of an employee working for the Contractor with or without cause.
- The Contractor is to provide its own project management staff.
- The Contractor will provide a list of all sub-contractors working under this contract, including phone numbers of contact personnel.
- Contractor must provide Pinellas County with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.

d. Work Schedule/Hours

- (1) Work is to be performed seven (7) days per week, including holidays as assigned.
- (2) Contractor will be required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day, if approved.
- (3) County reserves the right to extend or reduce the hours and days of operation during the contract period.
- (4) DM will establish the work hours and develop schedules.
- (5) Contractor must comply with 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.

4. CONTRACT SERVICES

TASK 1 - EMERGENCY DEBRIS CLEARANCE (FIRST PUSH)

TASK 2 - TEMPORARY DEBRIS STORAGE AND REDUCTION SITES/MANAGEMENT

TASK 3 - DEBRIS REMOVAL (LOAD and HAUL)

TASK 4 – HAZARDOUS TREE AND LIMB REMOVAL

TASK 5 – HAZARDOUS STUMP REMOVAL

TASK 1 - Emergency Debris Clearance (First Push)**Mobilization**

- (1) PM will provide the DM with an estimated number of work crews and equipment needed, if any, to perform this task based on the event within twenty-four (24) hours.
- (2) County will issue a Task Order to the Contractor defining the work and schedule.
- (3) Contractor is to mobilize the PM within 12 hours of receiving the request.
- (4) Contractor is to mobilize personnel and equipment for this task and shall be fully mobilized and prepared to conduct emergency debris clearance in County within 24 hours of receipt of the first task order. Work assignments within Pinellas County will be prioritized by the DM.

Debris Clearance – MUST BE COMPLETED WITHIN FIRST 70 HOURS

- (5) Clearing one lane of travel of debris from streets and roads (first push). This work may include cutting and reducing debris in place in order to allow traffic movement in the ROW.
- (6) Contractor is not to move from one designated work area to another designated work area without prior approval from the DM.
- (7) All debris must be placed along the edge of pavement on the shoulder of the road without blocking driveways, side streets or utilities of any kind.
- (8) DM will provide a work plan showing where to begin and which streets/roads will be cleared daily. The plan will be updated every day of operation.

Reporting

- (9) PM shall provide DM with a daily progress and productivity report, in writing and provide an update on progress, current issues, and plans for the next reporting period.
- (10) Contractor must track all crew and equipment time and locations cleared for the duration of the First Push operations. The Contractor must also, separately, track work done on any Federal-aid roads for the duration of the First Push operations. Documentation can be done

EXHIBIT A

STATEMENT OF WORK

in the form of logs but formatting must have the approval, in advance, of the DM. Documentation must include the following breakdowns:

- Description of work performed
- Location(s) of work performed
- Management, supervision, and labor composition, with hours worked and rates based on prices in the Exhibit C.
- Equipment type, name of operator, hours of actual use, and rates based on prices in the price proposal

Non-reimbursable:

- (12) No payment will be made for equipment down-time resulting from equipment failure, routine maintenance and fueling. Down-time must be deducted in one half-hour segments. Down-time occurring for less than fifteen minutes shall not be deducted from reported work hours.
- (13) The maximum payment allowed will be as defined in the Task Order ceiling price. The Contractor will be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully approved and executed by County in advance.

TASK 2 - Temporary Debris Storage And Reduction Sites/Management

- (1) Contractor will manage and operate the Temporary Debris Storage and Reduction (DMS) sites.
- Contractor is to only use DMS locations designated by the DM.
 - Contractor will haul vegetative debris, stumps, construction and demolition, and mixed debris, to the respective DMS for further sorting and reduction.
- (2) Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to accept and process, sort, reduce, and dispose of disaster-related debris at all DMS.
- (3) Reduction of vegetative debris shall be through approved air curtain burning and/or chipping and grinding, or other reduction methods, if approved.
- (4) Contractor is to sort C&D debris through visual inspection or assessment at the DMS to maximize recycling opportunities.
- (5) Contractor must construct inspection tower(s) at each DMS entrance and each exit in accordance herewith, providing all materials, tools, labor and supervision.
- The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer.
 - The inspection tower shall be sized to accommodate at least four (4) people.
 - The inspection tower construction must include a roof for personnel protection
 - The inspection tower must include stairs for access, with stair design or configuration in compliance with OSHA regulations and local codes to ensure safety performance needs as required.
 - Additional inspection towers may be requested, at no additional cost to the County.
- (6) Contractor is required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area is to be maintained to allow the safe and efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. Contractor must provide all barricades or signaling equipment/staff to provide safe passage into and out of the public roads from the DMS.

Equipment

- (7) Contractor to provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain burner(s), remove ash from the burner(s), load and haul for disposal all non-grindable or non-burnable debris and ash residue, field reduction as required for loading, lighting for night-time operations including shielding, and any other equipment which may be necessary for the performance of this contract.

EXHIBIT A

STATEMENT OF WORK

- (8) Prior to commencing debris reduction and disposal operations, Contractor is to provide a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower (including all air-curtain incinerators).
- (9) Contractor must provide a means for the County or the County's designated representative to measure and certify all trucks and trailers prior to being deployed for load and haul operations
- (10) Contractor will supply and use vinyl type placards with the names of Pinellas County, the applicable municipality, Contractor, and sub-contractor on them, and must have space large enough for the County's Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer.
 - Hauling capacity will be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.
 - Contractor must maintain a supply of placards in the event replacements are needed.
- (11) All trucks and other road equipment must be in compliance with all applicable local, state, and federal rules and regulations.
- (12) Sideboards or other extensions to a truck or trailer bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.
 - The sideboard extensions shall be braced with metal reinforcing.
 - The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground; all extensions are subject to acceptance or rejection by the DM.
- (13) All trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling, also permitting the vehicle to be loaded to capacity.
 - Gaps in the tailgate greater than two (2) inches are not permitted.
 - Tailgates must be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords are not permitted.
- (14) Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The DM reserves the right to reject equipment that is unsafe or inadequate.
- (15) Loading equipment used under this contract for debris collection must be rubber tired and sized properly to fit loading conditions.
 - Excessively large loading equipment three (3) CY and larger and non-rubber tired equipment must be approved.
- (16) Hauling containers must be a minimum of fifteen (15) cubic yards in volume unless approved.
- (17) Trailer type hauler containers must be equipped with either tandem axles and/or dual tires.
 - A minimum of four (4) tires are required on all trailers.
 - The GVWR shall be a minimum of ten thousand (10,000) pounds on all trailers unless approved.
 - All trailers must have a legible manufacturer's identification plate with ratings.

Work Schedule

Contractor is required to supervise all sub-contractors/crews during work hours up to twenty-four (24) hours, seven (7) days a week to meet the debris reduction and processing production requirements. Work schedules must be in compliance with all applicable laws.

Site Plan and Management

- (18) Contractor is responsible for establishing site layout at each of the DMS.
- (19) Contractor must provide sufficient site supervision of all assigned activities, at least one (1) supervisor at every DMS.
- (20) Contractor is responsible for preparing the site(s) to accept debris. Preparation includes clearing, erosion control, road installation, grading, and installation of inspection towers.
- (21) Contractor is responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS and for all necessary traffic control measures.
- (22) Contractor is responsible for maintaining security at the site.

EXHIBIT A

STATEMENT OF WORK

- (23) Contractor must minimize the risk of fire on the sites.
- (24) Contractor shall conduct operations at the DMS such that all nuisances to the surrounding residents are minimized, i.e., noise, dust, smoke and traffic congestion.
- (25) Contractor must provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. Contractor must remove all contaminants and hazardous waste from the debris at the DMS and store it in appropriate locations.
- (26) Contractor is required to construct a containment area at the DMS to store hazardous waste materials consisting of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
- (27) Contractor is responsible for repairing all damage from filling to grading with like material, all surface damage such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. Contractor must preserve and protect all existing structures on, or adjacent to, areas of work.
- (28) Contractor is responsible for closure of the DMS within thirty (30) calendar days of the last load of disaster-related debris for disposal. This closure shall include:
 - removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.)
 - grading the site
 - environmental remediation
 - the site must be restored in accordance with all State and local requirements and to the pre-existing condition before the disaster event.

Debris Storage

As directed by the DM, Contractor is responsible for sorting and stockpiling the debris at the site.

- (29) Debris shall be segregated into:
 - burnable/grindable vegetative debris
 - non-burnable/non-grindable mixed debris
 - hazardous and toxic waste
 - construction and demolition (C&D) debris
 - white goods
 - recyclable materials
 - ash residue
- (30) Contractor must take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as refrigerant, various oils, and fluids into the environment
- (31) Contractor must establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater.
- (32) Contractor shall set up plastic liners under stationary equipment such as fuel tanks and oil containers.
- (33) Contractor must provide qualified and certified refrigerant recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
- (34) Contractor must process (grind or burn, if applicable) all stumps and large logs hauled to the DMS. The price for processing the stumps and logs must be included in the overall price for processing vegetative debris.
- (35) Contractor must ensure all debris is processed and hauled from a DMS before moving to other sites, unless otherwise approved by the DM.

Debris Reduction

The following three (3) methods may be selected for the reduction of vegetative debris:

- (36) Above-Grade Air-Curtain Burning
- (37) Portable Air-Curtain Burning
- (38) Chipping and Grinding

EXHIBIT A

STATEMENT OF WORK

Above and Below -Grade Air-Curtain Burning

- (39) The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower.
- (40) Minimum required air velocity measured at the nozzle is 8,800 feet/minute (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
- (41) Pit should be a maximum of 8 feet wide, and from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
- (42) Pit must be constructed out of a highly compactable material that will hold shape and support the weight of the loading equipment.
 - There shall be an impervious layer of clay or limestone on the bottom of the pit to provide a barrier for ground water protection and capable of supporting the wheel weight of the loading equipment.
 - The bottom layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
- (43) There must be a minimum distance of 100 feet between the burn area and the nearest debris piles, building and/or people or workers.
- (44) The ends of the pits must be sealed with dirt or other material to a minimum height of four feet.
- (45) A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six (3 – 6) inches from the edge of the pit.
- (46) There must be one-foot (1') high wheel stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
- (47) The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
- (48) Length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
- (49) The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. The Contractor shall be responsible for dust control while handling ash materials.
- (50) No hazardous or contained-ignitable material is to be dumped into the pit.
- (51) Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending on site conditions.
- (52) Contractor shall apply for, and obtain, all local, state and federal permits for air curtain incineration and meet all applicable emission standards.

Portable Air-Curtain Burning

- (53) Portable incinerators are the preferred method of air-curtain burning.
- (54) Minimum required air velocity measured at the nozzle is 8,800 feet/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
- (55) There must be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles, buildings, and/or people and workers.
- (56) There must be one-foot high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops shall be constructed of fireproof material.
- (57) The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. Contractor is responsible for dust control while handling ash materials.
- (58) No hazardous or contained-ignitable material is to be dumped into the pit.

EXHIBIT A

STATEMENT OF WORK

- (59) Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending upon site conditions.
- (60) Contractor shall apply for and obtain all local, state and federal permits for air curtain incineration and meet all applicable emission standards.

Chipping and Grinding

- (61) The average chip size produced is dependent on the needs of the end user or as defined by the DM. The reduction in volume of the vegetative debris shall be at least a 4:1 ratio. Contractor shall provide the DM specifications of the grinder screen size and the reduction ratio for each grinder used on this contract for approval, prior to commencing chipping or grinding operations.
- (62) Contaminants are not permitted in the chips or mulch.
- Plastics, metals, pressure treated lumber, and other non-vegetative debris shall be eliminated.
 - Sand and dirt should be minimized as much as possible.
 - Root rake loading equipment should be used to feed material to the chipper/grinder.
 - Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders.
 - Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
- (63) Chips/mulch should be stored in piles no higher than twelve (12') feet, and meet all state and local laws.
- (64) Contractor must obtain authorization to make any changes to the processing requirements above.

Load Tickets

- (65) Contractor must ensure that no debris is transported into a DMS without an accompanying properly completed load ticket.
- (66) A five (5) part load ticket must be used for recording volumes of debris removed, processed and disposed.
- Contractor must provide ticket forms with pre-printed unique ticket identifier.
 - Load ticket provided by Contractor must be approved prior to being used.
- (67) The Load Ticket must include the following information completed:
- Street address or coordinates of where debris is picked up
 - Amount of debris picked up
 - Amount of debris hauled
 - Amount of debris disposed
- (68) A Load Site Monitor will issue a 5-part load ticket to the driver prior to departure from the loading site and will retain one copy of the ticket.
- Upon arrival at the DMS, the vehicle operator will give the remaining four parts to the Tower Monitor at the DMS Inspection Tower.
 - The Tower Monitor will validate the ticket and enter delivered volume as appropriate.
 - The Tower Monitor will keep the one copy and give the remaining three parts to the vehicle operator.
 - Contractor will ensure that the remaining 3 parts of the load tickets are retained for record and invoicing as appropriate.
- (69) Debris removal sub-contractors will not be permitted to unload the debris at a DMS without an approved Load Ticket that was supplied by and partially completed by the Load Site Monitor.
- (70) Sub-contractor(s) will not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without approval.

EXHIBIT A

STATEMENT OF WORK

Measurements

(71) Measurement for the management and processing of all incoming debris will be by the cubic yard as determined through truck and trailer measurements.

- Partial loads will be adjusted down by visual inspection by the Tower Monitor.
- Load measurements will be documented on Load Tickets, and daily log sheets.

TASK 3 - Debris Removal (Load And Haul)General

- (1) Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to load, and haul disaster-generated debris.
- (2) The quantity of debris resulting from a disaster event may preclude sorting of debris at the ROW; therefore, Contractor must receive approval from the DM for any proposed alternative direction on collection and sorting at the start of event.

Work Schedule

- (3) Contractor must provide an interim schedule within two (2) days and a final project plan within seven (7) days following the date of disaster. This project plan includes subcontracting activities, number of hauling units and anticipated completion schedule.
- (4) Contractor will be required to work, at minimum, a twelve (12) hour day, seven (7) days a week during the removal phase generally during daylight hours.
 - The County reserves the right to extend or reduce the hours and days of operation during the contract period.
 - Contractor must coordinate with Pinellas County or the applicable municipality and its representatives and monitoring contractors to establish the work hours and to update schedules.
 - Rain events during collection cannot be considered reason to stop work unless the conditions create a potential safety hazard. The Contractor shall notify the DM, or designee, of work stoppage due to inclement weather with the appropriate justification.
- (5) The project duration (completion date) will be estimated during the initial seven (7) day planning period following the date of the disaster.

Performance Schedule

- (6) Contractor must provide a work plan showing where operations will begin and which streets/roads will be picked up on a two (2), seven (7) and fourteen (14) day projection. The plan will be updated weekly.
- (7) Weekly progress and productivity reports are required for the scheduled activities. At minimum this report must include the following:
 - Description of work performed
 - Number of trucks in use
 - Number of loading equipment in use
 - Number of load tickets processed at each DMS
 - Number of cubic yards of each type of debris at each DMS
 - Total cubic yards of each type of debris collected and hauled
 - Locations of completed work
 - Locations of current work
 - Locations to be worked next
 - Discussion of damage claims
 - Discussion of current issues needing a resolution

Debris Removal

- (8) Work will be prioritized by the DM. Contractor need to be prepared to respond to priorities within the framework of the established schedule as they are established by the DM.

EXHIBIT A

STATEMENT OF WORK

- (9) Contractor is to provide all labor, equipment, machines and tools, fuel, lubricants, spare parts, etc. necessary to load and haul eligible disaster-generated debris.
- equipment is to be in good working condition
 - If equipment becomes inoperable, it must be repaired or replaced with similar equipment within twenty-four (24) hours.
 - The County prefers use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County.
- (10) Contractor responsible for:
- Examining debris to determine whether or not the debris is eligible,
 - Loading the debris, and
 - Hauling the debris to an approved DMS or final disposal location.
- (11) Ineligible Debris cannot be loaded, hauled, or dumped under this contract. Mixing Ineligible Debris with Eligible Debris will render the entire load Ineligible. The Contractor will not be reimbursed for collection of such mixed loads of Eligible Debris and Ineligible Debris.
- (12) Debris removal includes all eligible debris found on the ROW within the area defined by the DM. The DM may specify any Eligible Debris within the ROW which should not be removed, or which should be removed at a later time or by others.
- (13) Debris removal may include the removal of Eligible Debris from eligible canals and waterways within the County.
- (14) Contractor must make as many passes through the designated area as required by the DM.
- (15) Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property shall be cut by Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW will be removed.
- (16) Contractor cannot enter onto private property during the performance of this contract without the prior written approval of the DM.
- (17) Contractor will use only rubber-tired equipment in the performance of loading and hauling debris.
- (18) Contractor and its personnel cannot use equipment or labor authorized for debris removal under this contract for private work during the working hours designated under this contract.
- (19) All vegetative and C&D debris shall be mechanically loaded and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. "Hand Loading" of vegetative and C&D debris is not authorized under this contract without the approval of the DM. Vehicles delivering debris using hand loading methods will be reduced by 50% of the observed volume as defined in FEMA Policy RP9523.12 or current FEMA policy.
- (20) Contractor is responsible for filling to grade with like material, all surface damage such as rutting and pavement damage caused by the Contractor's equipment during debris removal.
- Contractor must repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.
 - Contractor must preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work.
- (21) Contractor must repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred. Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving the claim.
- (22) During the Debris Removal process it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from pavement.
- (23) Contractor cannot move from one designated work area to another work area prior to receiving authorization from the DM.
- (24) Contractor shall provide sufficient field supervision for all assigned activities.
- Contractor shall provide a minimum of three (3) field supervisors at all times.
 - The DM may require additional field supervisors at an expected rate of (3) field supervisors for every 100,000 CY of estimate debris.

EXHIBIT A

STATEMENT OF WORK

- (25) Trucks shall be loaded so no debris extends beyond the truck bed in any direction.
- All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment.
 - All debris shall be adequately secured while being transported to the designated DMS including the use of tarps or other mechanical means to ensure no loss of debris.
 - All equipment hauling debris to the DMS are required to be capable of self-dumping or removing its load without assistance from other equipment.
- (26) Any material identified as a potentially hazardous or toxic waste must be reported immediately to the DM, including exact location. Regulated hazardous wastes will be collected by a specialty Contractor hired or employed through the Contractor, who is licensed and permitted to handle these types of materials.)
- (27) Contractor shall remove white goods debris by hauling it separately from other debris types. The Contractor shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.
- (28) Contractor shall notify the DM if inoperable personal property items such as automobiles, trucks, trailers, boats and boat trailers are identified that obstruct or impede debris removal.
- The DM shall notify the Contractor if the vehicle or vessel or other item is to be removed.
 - Removal of this debris by Contractor must be accomplished by acceptable and approved towing methods.
 - Removal shall be accomplished without causing further damage to the item.
 - Items shall be stored as directed by the DM.
- (29) Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical and communications equipment are not Eligible Debris and must be reported to the DM.

TASK 4 – Hazardous Tree And Limb RemovalGeneral

- (1) Tree and limb work includes the removal and disposal of hazardous leaning trees and hanging limbs in public ROW. Removal of hazardous trees or limbs on private property must only be conducted at the direction of the DM.
- (2) Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform tree and limb removal work.
- (3) Equipment used to remove hazardous hanging limbs must have the ability to reach at least sixty (60) feet above the ground.
- (4) Contractor shall notify the DM of any damage caused to private property or the public ROW during the course of tree or limb removal. Contractor is responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.

Tree & Limb Removal

A tree may be deemed hazardous if the following criteria are met:

- The condition was caused by the disaster;
- It is an immediate threat to life, public health and safety, or improved property;
- It has a diameter of six (6) inches or greater measured 4.5 feet above ground level, and the tree:
 - Has a split trunk;
 - Has a broken canopy; or
 - Is leaning at an angle greater than thirty (30°) degrees.

A limb may be deemed hazardous if it is hanging over improved property or public-use areas as defined by FEMA and the following criteria are met:

- It is greater than two (2") inches in diameter at the point of break;
- is an immediate threat.

EXHIBIT A

STATEMENT OF WORK

- (5) Each hazardous tree and limb must be documented by the County prior to removal or remedy.
- (6) Contractor will be tasked to remove or remedy these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation.
- (7) All trees requiring removal shall be cut flush to the ground.
- (8) As directed by the DM, Contractor must straighten and brace a tree if saving the tree is deemed to be in the best interest of the County.
- (9) Contractor shall remove all hazardous limbs located on public property that have a diameter greater than two (2") at the point of the break and still hanging on the tree. Contractor must ensure that only the minimum amount of work necessary to remove the hazardous limb is done.
- (10) The resulting debris from removal of hazardous trees and limbs will be treated as normal vegetative debris and shall be hauled to an approved DMS for further reduction.

TASK 5 – Hazardous Stump RemovalGeneral

- (1) A stump may be deemed hazardous if it poses an immediate threat, it extends over improved property or public-use areas as defined by FEMA and all the following criteria are met:
 - It has fifty (50%) percent or more of the root-ball exposed;
 - It is greater than twenty-four (24") inches in diameter, as measured twenty-four (24") inches above the ground; and
 - Extraction is required as part of the removal.
- (2) Hazardous stump removal work includes the removal and disposal of hazardous stumps in public ROW. Removal of hazardous stumps on private property shall only be conducted at the direction of the DM.
- (3) Contractor will provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform hazardous stump removal work.
- (4) Contractor must notify the DM of any damage caused to private property or the public ROW during the course of hazardous stump removal. Contractor is responsible for repairs to private property or facilities within the public ROW caused by the removal of hazardous stumps.
- (5) All stumps and stump remnants which are fully disengaged from the ground and in a public ROW will be considered normal vegetative debris. The only exception to this will be if a fully disengaged stump, due to its size or condition requires special equipment to remove. In that case, Contractor must submit to the DM a specific scope of work necessary to remove it along with photo documentation and a proposed unit price for removing the stump. The Contractor shall not remove stumps requiring special equipment until authorized by the DM.
- (6) Contractor must remove all disengaged stumps and stump remnants from the assigned Load Site area before moving to another work area unless otherwise approved by the DM.

Hazardous Stump Removal

- (7) Contractor will remove all hazardous stumps from improved public property and ROW.
- (8) Each hazardous stump will be documented by the County prior to removal.
- (9) Contractor will be tasked to remove these hazards by an issuance of a Task Order by the DM prior to the work commencing. The Task Order will include all necessary documentation.
- (10) Contractor shall not remove a hazardous stump before a Task Order has been issued for the removal of the stump. Removal of a stump prior to the task order being issued will result in the stump being treated as normal vegetative debris.
- (11) A stump that is exposed more than fifty (50%) percent may be removed by grinding if it is less costly than extraction and is eligible.
- (12) The root-ball hole must be filled in after removal.

EXHIBIT A

STATEMENT OF WORK

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

ASH: Is the residue produced by incineration of burnable, Eligible Debris.

BULKY HOUSEHOLD WASTE/GARBAGE: Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.

CONSTRUCTION AND DEMOLITION DEBRIS (C&D): Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.

DEBRIS MANAGER: Responsible person for debris operations and implementation of this contract. The Debris Manager may appoint a representative, or designee, to coordinate all phases of debris operations and contract compliance.

ELIGIBLE DEBRIS: Disaster generated debris which is eligible for FEMA reimbursement based upon then current FEMA regulations, guides and fact sheets, which is produced or generated by declared, natural or manmade disasters, is placed at street-side by residents and/or commercial establishments and/or cleared from rights-of-way located within the Unincorporated area of Pinellas County, Florida under six (6) possible classifications: 1) woody vegetative and yard debris, 2) C & D, 3) White Goods, 4) recyclables, 5) and any other disaster-generated debris, such as Bulky Household Waste/Garbage. These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris, may be recyclable also.

FINAL DISPOSAL SITES: A County-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris or a County-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.

HAND LOADING: Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load by 50% because of the low compaction achieved by hand-loading. For example, if a 40 cubic-yard (CY) hand-loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100 percent full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY $\{(40 \text{ CY} / 2) \times 100\}$. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY $\{(40 \text{ CY} / 2) \times 50\}$. The maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity. FEMA Recovery Policy RP-9523.11.

HAZARDOUS STUMP: When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety. Per current FEMA regulations, policies and guidance.

HAZARDOUS AND/OR TOXIC WASTE: Regulated wastes not included in Household Hazardous Wastes.

HOUSEHOLD HAZARDOUS WASTE: Household hazardous wastes are materials commonly found in households that are potentially harmful to health and the environment. Examples of these materials include paint, pesticides, motor oil, lubricants, cleaners, solvents, and other materials. These materials are typically not stored in sufficient quantity to require state or federal regulation.

HOT SPOTS: Areas within Pinellas County where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.

EXHIBIT A

STATEMENT OF WORK

INELIGIBLE DEBRIS: Debris, which is ineligible for FEMA reimbursement based upon then applicable FEMA regulations, guides and fact sheets, and was not generated by the declared, natural or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of Pinellas County to collect and dispose.

INSPECTION TOWER: This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen wheel transfer trailer and large enough for at least four (4) people.

LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS—FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.

LOAD SITE: The location where Eligible Debris is collected from public property or public road. The load site may include the debris hauling vehicles, labor, and loading equipment.

LOAD SITE MONITOR: Issue debris load tickets for eligible debris cleared and removed at locations within Pinellas County as designated by the DMC in coordination with the Debris Removal Contractor.

LOAD TICKET: A serialized, five-part form used to record and document volumes of Eligible Debris collected by the Contractor.

MIXED WASTE: The combination of two or more categories of debris shall be considered mixed. This category of waste may require sorting before processing and disposal.

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS): Is a system that improves response operations through the use of the Incident Command Systems (ICS) and other standard procedures and preparedness measures.

NATIONAL RESPONSE CENTER: The sole national point of contact for reporting oil, chemical, radiological and biological discharges.

NOTICE TO PROCEED: Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM (or other designee(s) identified by the Contract Administrator in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of Pinellas County unless modified by a written list of persons authorized by the Public Works Director to issue such notice. Written notice to proceed may be delivered to Contractor via e-mail, facsimile, overnight carrier or hand-delivery in person to the Contractor representative. Contractor will provide a contact list (including name, address, position, telephone, cell phone, fax and e-mail address) of persons authorized to receive the NTP within seven (7) days of execution of the contract.

PASSES: The number of times the Contractor passes through the assigned Work Zone to collect all Eligible Debris.

PROJECT MANAGER: A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to Pinellas County.

RECYCLABLES: Includes, but is not limited to, materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil and tires.

EXHIBIT A

STATEMENT OF WORK

RECYCLING FACILITY: A facility that recycles or reuses eligible debris.

RIGHT(S) OF WAY (ROW): Public streets and roads.

TASK ORDER: Written authorization issued to the Contractor by Pinellas County to define a specific scope of work or area of work and the time period authorized for the completion of stated services.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S): A County-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR: The County's authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR: The County's authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the Contractor.

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

TIPPING FEE: A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

TOWER MONITOR: Validates the load ticket from the Load Site Monitor and estimate the percentage of full capacity ensuring that they are not artificially loaded and accurately completes their portion of the load ticket.

WHITE GOODS: Includes but is not limited to household appliances, such as ranges, washers, water heaters, refrigerators and other domestic or commercial-sized appliances.

WOODY VEGETATIVE AND YARD DEBRIS: Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes and shrubs.

WORK CREW: Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

WORK ZONE: The designated area within Pinellas County that the Contract Administrator, or authorized representative, has assigned to the Contractor to perform Eligible Debris removal and hauling services.

ACRONYMS AND ABBREVIATIONS

BCC	Board of County Commissioners, Pinellas County
C&D	Construction and Demolition
CY	Cubic Yard
DM	Debris Manager
DMC	Debris Management Center

EXHIBIT A

STATEMENT OF WORK

DMS	Debris Management Site
EA	Each
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
HHW	Household Hazardous Waste
LF	Linear Feet
LSM	Load Site Monitor
NTP	Notice to Proceed
PM	Project Manager
ROW	Right(s) of Way
TDSRS	Temporary Debris Storage and Reduction Site

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE:

- a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. 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) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer 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.
- f) 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.

EXHIBIT B

INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Proposer 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.*

All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County 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 Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County 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 County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer 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.

- h) 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 County. If Proposer 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 County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to

EXHIBIT B

INSURANCE REQUIREMENTS

the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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:

a. Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$500,000.00
Per Employee Disease	\$500,000.00
Policy Limit Disease	\$500,000.00

- b. 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	\$1,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Personal Injury and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00

- c. Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer 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 Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000.00
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- d. Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$4,000,000.00
General Aggregate	\$4,000,000.00

EXHIBIT B

INSURANCE REQUIREMENTS

- e. 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, clean-up 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	\$5,000,000.00
General Aggregate	\$5,000,000.00

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.

- f. Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT D

PAYMENT/INVOICES

MOBILIZATION	Lump Sum Total
	\$ 0.00

DEBRIS CLEARANCE	Unit	Rate	Total (Units x Rate)
Additional General Labor	240 Hours	\$ Line Item Left Blank	Per Addendum 1
General Management	70 Hours	\$ Line Item Left Blank	Per Addendum 1
1. Wheel Loader with operator, 2.5cy 2. Foreman with support vehicle and small equipment. 3. Laborer with chainsaw 4. Laborers with small tools (2)	500 Hours	\$325.00	\$162,500.00
TOTAL – DEBRIS CLEARANCE			\$ 162,500.00

VEGETATIVE COLLECT AND HAUL	Estimated Total Units	Rate	Total (Units x Rate)
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	900,000 CY	\$ 9.50	\$ 8,550,000.00
16-30 miles vegetative from ROW to DMS	900,000 CY	\$ 9.75	\$ 8,775,000.00
31-60 miles vegetative from ROW to DMS	900,000 CY	\$ 10.00	\$ 9,000,000.00
60+ miles vegetative from ROW to DMS	900,000 CY	\$ 11.00	\$ 9,900,000.00
TOTAL – VEGETATIVE COLLECT and HAUL			\$ 36,225,000.00

MANAGEMENT AND REDUCTION	Estimated Total Units	Rate	Total (Units x Rate)
Grinding	900,000 CY	\$ 3.75	\$ 3,375,000
Air Curtain Burning	900,000 CY	\$ 3.75	\$ 3,375,000
Open Burning	900,000 CY	\$ 2.50	\$ 2,250,000
Compacting	900,000 CY	\$ 2.00	\$ 1,800,000
TOTAL – MANAGEMENT and REDUCTION			\$ 10,800,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	Estimated Total Units	Rate	Total (Units x Rate)
0-15 miles C&D from ROW to DMS	900,000 CY	\$ 9.50	\$ 8,550,000.00
16-30 miles C&D from ROW to DMS	900,000 CY	\$ 9.75	\$ 8,775,000.00
31-60 miles C&D from ROW to DMS	900,000 CY	\$ 10.00	\$ 9,000,000.00
60+ miles C&D from ROW to DMS	900,000 CY	\$ 11.00	\$ 9,900,000.00
TOTAL – C & D COLLECT and HAUL			\$ 36,225,000.00

EXHIBIT D

PAYMENT/INVOICES

FINAL DISPOSAL	Estimated Total Units	Rate	Total (Units x Rate)
0-15 miles from DMS to Final Disposal	500,000 CY	\$ 4.00	\$ 2,000,000.00
16-30 miles from DMS to Final Disposal	500,000 CY	\$ 4.75	\$ 2,375,000.00
31-60 miles from DMS to Final Disposal	500,000 CY	\$ 5.75	\$ 2,875,000.00
60+ miles from DMS to Final Disposal	500,000 CY	\$ 7.00	\$ 3,500,000.00
Tipping Fees (vegetative)	500,000 CY	\$ Line Item Left Blank	\$ Per Addendum 1
Tipping Fees (mix)	500,000 CY	\$ Line Item Left Blank	\$ Per Addendum 1
Tipping Fees (C&D)	500,000 CY	\$ Line Item Left Blank	\$ Per Addendum 1
TOTAL – FINAL DISPOSAL			\$ 10,750,000.00

TREE OPERATIONS	Estimated Total Units	Rate	Total (Units x Rate)
Hazardous trees 6" – 12"	300 Trees	\$ 50.00	\$ 15,000.00
Hazardous Trees 13" – 24"	300 Trees	\$ 85.00	\$ 25,500.00
Hazardous Trees 25" – 36"	300 Trees	\$ 125.00	\$ 37,500.00
Hazardous Trees 37" – 48"	300 Trees	\$ 200.00	\$ 60,000.00
Hazardous Trees 49"+	300 Trees	\$ 400.00	\$ 120,000.00
Trees with Hazardous Limbs > 2"	300 Trees	\$ 110.00	\$ 33,000.00
Hazardous Stumps > 24" – 36"	100 Stumps	\$ 200.00	\$ 20,000.00
Hazardous Stumps > 37" – 48"	75 Stumps	\$ 350.00	\$ 26,250.00
Hazardous Stumps > 49"	50 Stumps	\$ 500.00	\$ 25,000.00
Stump Grinding > 24" – 36"	100 Stumps	\$ 200.00	\$ 20,000.00
Stump Grinding > 37" – 48"	75 Stumps	\$ 350.00	\$ 26,250.00
Stump Grinding > 49" +	50 Stumps	\$ 500.00	\$ 25,000.00
Stump Fill Dirt	100 CY	\$ 20.00	\$ 2,000
TOTAL – TREE OPERATIONS			\$ 435,500.00

SPECIALTY REMOVAL	Estimated Total Units	Rate	Total (Units x Rate)
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	100,000 CY	\$ 25.00	\$ 2,500,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	500,000 CY	\$ 9.00	\$ 4,500,000.00
Vehicle Removal	40 Units 500 LF	\$ 25.00	\$ 12,500.00
Vessel Removal (from land)	20 Units 1,000 LF	\$ 30.00	\$ 30,000.00
Vessel Removal (marine)	40 Units 2,000 LF	\$ 90.00	\$ 180,000.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	200 Pounds	\$ 20.00	\$ 4,000.00
ROW White Goods Removal	1500 Units	\$ 90.00	\$ 135,000.00
Freon Management	500 Units	\$ 30.00	\$ 150,000.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	2000 Pounds	\$ 25.00	\$ 50,000.00

EXHIBIT D

PAYMENT/INVOICES

Blowaste (waste capable of causing infection to humans – animal waste, human blood, pathological waste)	5000 Pounds	\$ 30.00	\$ 150,000.00
Household Hazardous Waste (HHW)	5000 Pounds	\$ 30.00	\$ 150,000.00
TOTAL – SPECIALTY REMOVAL			\$ 7,861,500.00

TOTALS WORKSHEET:

TOTAL COST

Mobilization	\$ 162,500.00
Debris Clearance	\$ 10,800,000.00
Vegetative Collect & Haul	\$ 36,225,000.00
Management and Reduction	\$ 10,800,000.00
C & D Collect & Haul	\$ 36,225,000.00
Final Disposal	\$ 10,750,000.00
Tree Operations	\$ 435,500.00
Specialty Removal	\$ 7,861,500.00

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable

attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT E
GRANT FUNDING CONDITIONS
BID NUMBER: 156-0491-P(JA)
BID TITLE: Disaster Debris Collection & Removal

1. **Drug Free Workplace Requirements (See Attachment B):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** 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. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. 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

Please see information requested on Attachment B

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). 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 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.

8. **Copeland Anti Kick Back Act:** Contractors shall 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.
9. **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.
10. **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).
11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must 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. **The bidder shall certify compliance as per Attachment B**
12. **Byrd Anti-Lobbying Amendment (See attachment B) (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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. **The bidder shall certify compliance as per Attachment B**
13. **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 recipient or subrecipient wishes to enter 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 recipient or subrecipient 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
14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

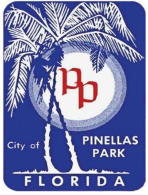
16. Access to Records:

(1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

17. Department of Homeland Security Seal, Logo and Flags: The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.**18. Compliance with Federal Law, Regulations, and Executive Orders:** This is in acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.**19. 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.**20. Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



City of Pinellas Park

Staff Report

File #: 18-445, **Version:** 1

Agenda Date: 5/10/2018

AUTHORIZATION FOR PURCHASE UNDER THE PINELLAS COUNTY CONTRACT #16-0397-CP
City Hall Sidewalks - Suncoast Development of PC, Inc.

NOTE: This item is for the construction of sidewalks around the City Hall wetland area. The materials, delivery and installation will be provided by Suncoast Development of PC, Inc., (2340 Destiny Way, Odessa, FL 33566) who is currently under contract with Pinellas County. The total cost for this project will not exceed \$85,000.00 and will be charged to account 301781-562538, 18781/620-CONSTR. The amount budgeted for this project is \$100,000.00 (page 232 of FY 17-18 adopted budget).

ACTION: (Approve - Deny) Authorization to purchase under Pinellas County contract, 16-0397-CP, construction of sidewalks provided by Suncoast Development of PC, Inc. in the amount not to exceed, \$85,000.00 to be charged to account 301781-562538.



Suncoast Development of Pinellas County, Inc.
2340 Destiny Way
Odessa, FL 33556
Phone (727) 372-9033
Fax (727) 375-0287

February 27, 2018

City of Pinellas Park Public Works
Attn: Dan Hubbard
6051 78th Avenue
Pinellas Park, FL 33781

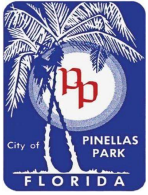
Re: City Hall Sidewalk

Line Number	Description	Quantity	Unit	Price	Total
1	Mobilization	1	EA	\$6,000.00	\$6,000.00
2	6" Concrete	1107	SY	\$58.00	\$64,206.00
3	Concrete Pumping	200	CY	\$65.00	\$13,000.00
4	Grading	1	LS	\$1,794.00	\$1,794.00
TOTAL:					\$85,000.00

If you have any questions, comments, or concerns - please contact my office at your earliest convenience.
Thank you.

Sincerely,

Luis Aguayo
Project Manager



City of Pinellas Park

Staff Report

File #: 18-448, **Version:** 1

Agenda Date: 5/10/2018

AUTHORIZATION TO PURCHASE UNDER NATIONAL JOINT POWERS ALLIANCE CONTRACT #2018-120716-NAF - One 2018 Ford 26 + 2 (ADA) Passenger Bus - For Leisure Services Department

NOTE: This 2018 Ford Passenger Bus will be used by the Leisure Services Department to transport children and seniors to and from recreation centers as well as field trips throughout the year.

ACTION: (Approve - Deny) Authorization to purchase under National Joint Powers Alliance Contract #2018-120716-NAF - 2018 Ford Passenger Bus for the Leisure Services Department from Alan Jay Chevrolet, Sebring, Florida, at a total cost of \$101,271.00 to be charged to the appropriate account.



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PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	Quote 13676-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
12/20/2017

QUICK QUOTE SHEET

REVISED QUOTE DATE
12/20/2017

REQUESTING AGENCY **PINELLAS PARK, CITY OF**
 CONTACT PERSON **MARK BATES** EMAIL mbates@pinellas-park.com
 PHONE **727-369-5734** MOBILE **727-214-7836** FAX **727-541-0957**

NATIONAL JOINT POWERS ALLIANCE CONTRACT # 2018-120716-NAF		www.NationalAutoFleetGroup.com	
MODEL	F5G	MSRP	\$39,400.00
2018 FORD F-550 REGULAR CAB CHASSIS DRW 2WD XL 120"CA 205" WB (F5G 660A)			
CUSTOMER ID		NJPA PRICE	\$32,281.00
BED LENGTH	120"CA		
** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.			
FACTORY OPTIONS	DESCRIPTION		
Z1 AS	OXFORD WHITE WITH STEEL VINYL 40/20/40 SPLIT BENCH SEAT		\$0.00
99Y 44P	6.8L EFI V10 ENGINE WITH TORQSHIFT 6-SPD TORQSHIFT AUTOMATIC TRANSMISSION.		\$0.00
X8L	4:88 AXLE RATIO LIMITED SLIP REAR DIFFERENTIAL		\$355.00
96V	XL VALUE PACKAGE INCLUDES FRONT CHROME BUMPER, BRIGHT HUB COVERS & CENTER ORNAMENTS, AM/FM/CD/MP3, AND CRUISE CONTROL (REQUIRED FOR SYNC).		\$715.00
68M	19,500LB PAYLOAD UPGRADE PACKAGE		\$1,105.00
90L	POWER WINDOWS, LOCKS, REMOTE KEYLESS, POWER GLASS MIRRORS WITH MANUAL TELESCOPING FEATURE.		\$910.00
		FACTORY OPTIONS	\$3,085.00
CONTRACT OPTIONS	DESCRIPTION		
GFORCE 26+2	26 + 2 PASSENGER GOSHEN COACH GFORCE PER ATTACHED SPECS, INCLUDES FINAL STAGE CERTIFICATION & DELIVERY.		\$65,905.00
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)		\$0.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
		CONTRACT OPTIONS	\$65,905.00
TRADE IN		TOTAL COST	\$101,271.00
YES WE TAKE TRADE INS ~~~~ ASK ABOUT MUNICIPAL FINANCING ~~~~			\$0.00
TOTAL COST LESS TRADE IN(S)		QTY	1
			\$101,271.00
Estimated Monthly payments for 60 months paid in advance: \$1,858.86			
Municipal finance for any essential use vehicle, requires lender approval, WAC.			
Comments			
VEHICLE QUOTED BY Scott Wilson FLEET SALES MANAGER scott.wilson@alanjay.com			
"I Want to be Your Fleet Provider"			
I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.			



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7703 Industrial Lane
Tampa, Florida 33637-6738

813.980.0174
800.282.8617
fax: 813.347.9822

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2018 26 + 2 Passenger Goshen Coach GForce

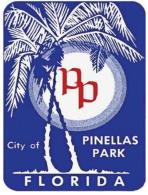
FORD F-550 DUAL REAR WHEEL CHASSIS, 237" WHEELBASE, 19,500 lbs. GVWR
FORD 6.8L GAS ENGINE / AUTOMATIC TRANSMISSION
DASH AIR CONDITIONING
40 GALLON FUEL TANK
OEM ALTERNATOR
MORRYDE REAR SUSPENSION
DRIVER'S RUNNING BOARD
STAINLESS STEEL WHEEL INSERTS
VALVE STEM EXTENSIONS
SPARE TIRE/WHEEL AND JACK AND LUG WRENCH, SHIP LOOSE
EXHAUST ROUTED TO STREETSIDE
REAR TOW EYES
OEM HEATED/REMOTE CONTROL SIDE MIRRORS
ADDITIONAL KEY, CHASSIS
MASTER DISCONNECT SWITCH
WHITE EXTERIOR PAINT WITH BLACKOUT WINDOW DESIGN
78" HEADROOM, FLAT FLOOR DESIGN
DECAL CLEARANCE HEIGHT
CARLSBAD CEILING AND AUTO CLOTH ON WALLS
WINDOWS, UPPER T SLIDE, TINTED
ELECTRIC ENTRANCE DOOR WITH EXTERIOR SWITCH AND EXTERIOR LED LIGHT
ENTRANCE GRAB RAIL, BOTH SIDES
REAR DOOR WITH TWO WINDOWS / REAR TWIN WINDOWS
ROOF HATCH / EMERGENCY EXIT
SLIP RESISTANT TRANSIT GRADE FLOORING WITH WHITE STANDEE LINE
FUEL SENDING UNIT ACCESS COVER, DIAMOND PLATE
MODESTY PANEL/STANCHION BEHIND DRIVER AND AT STEPWELL
DRIVER BACK UP ALARM
BACK UP CAMERA WITH 7" MONITOR IN DRIVERS AREA
OEM AM/FM/CD PLAYER AND 5 SPEAKERS, PREMIUM REI
INTERIOR MIRROR 6X16
CIRCUIT BREAKERS ILO FUSES
L.E.D. TAIL, MARKER, AND CLEARANCE LIGHTS, CENTER MOUNT, LED BRAKE LIGHT
FREEDMAN HIGHBACK RECLINING SEATS WITH USR SEAT BELTS
TWO PERSON FOLDAWAY SEAT IN WC LOCATION
SIDE GRAB HANDLES ON AISLE SEAT LOCATIONS, AISLE SIDE FLIP UP ARM RESTS
DRIVER SEAT, OEM RECLINING, WITH HEAD REST
LEVEL 4 SEATING UPHOLSTERY ON PASSENGER SEATS
ACC CLIMATE CONTROL 121,000 BTU AIR CONDITIONING WITH DUAL COMPRESSORS
65,000 BTU UNDERSEAT REAR HEATER WITH CIRCULATION PUMP
BRAUN WHEELCHAIR LIFT & ADA DECALS
LIFT DOOR, DOUBLE DOOR WITH WINDOWS
Q STRAINT QRT DELUXE FOR SLIDE'N'CLICK, WITH MOUNTED STORAGE POUCHES
INTERMOTIVE FAST IDLE/INTERLOCK
EMERGENCY TRIANGLE KIT/FIRST AID KIT AND FIRE EXTINGUISHER
AS BUILT WIRING DIAGRAMS
DELIVERY

FORD CHASSIS WARRANTY: 3 YEARS/36,000 MILES – 5 YEARS/60,000 MILES POWERTRAIN
ACC CLIMATE CONTROL REAR AIR CONDITIONING WARRANTY : 2 YEARS/ UNLIMITED MILEAGE
GOSHEN BUS BODY: 12 MONTHS/12,000 MILES GENERAL WARRANTY 6 YEARS.60,000 MILES STRUCTURAL WARRANTY



School & Commercial Buses & Other Quality Transportation Products

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City of Pinellas Park

Staff Report

File #: 18-454, **Version:** 1

Agenda Date: 5/10/2018

AWARD OF BID 18/005 - DESIGN/BUILD PERFORMING ARTS CENTER - Bandes Construction Company, Inc.

NOTE: Bids were legally advertised and bids were solicited on Demand Star and the City website. Four (4) bids were received with Bandes Construction Company, Inc. (1368 Spalding Road, Suite C, Dunedin, Florida 34698) being the highest ranked bidder with a bid submittal of \$523,050.00. The amount budgeted for this project is \$525,000.00.

ACTION: (Approve - Deny) Authorization to award Bid 18/005 Design/Build for Performing Arts Center to Bandes Construction Company, Inc., Dunedin, FL, in the amount of \$523,050.00 to be charged to the appropriate accounts.

BID NUMBER.....: 18/005
BID DESCRIPTION...: DESIGN/BUILD PAC
BID DATE (MMDDYY): 04/11/2018
BID TIME.....: 10:00 AM

BIDDERS NAME	BID ITEM	BID AMOUNT
-----	-----	-----
BANDES CONSTRUCTION CO INC	001	523,050.00
SHEARER COMPANIES INC.	001	524,546.00
SDF CONTRACTING LLC	001	691,399.00
BERGLUND CONSTRUCTION	001	732,904.00

TOTAL BIDS --> 4