

AGREEMENT**SERVICES AGREEMENT**

THIS SERVICES AGREEMENT is made as of February 28, 2023 (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Phillips & Jordan, Inc. ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 22-0617-P (RFP) for disaster debris collection and removal services services; and

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

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

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

1. Definitions.

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

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3. Conditions Precedent

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

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Public Works Project Manager.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for 60 months, or until termination of the Agreement, whichever occurs first.
- B. **Term Extension** - The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in Term of Agreement-Initial Term.

6. Compensation and Method of Payment

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

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- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$89,097,550.00, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein. After the initial twenty-four (24) month County will allow for annual price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5 %, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval. It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the Contractor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The Contractor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.
- C. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto. For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. **Personnel**

- A. **E-Verify** - The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

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

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

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

B. County Default Provisions and Remedies of Contractor

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

AGREEMENT**C. Termination for Convenience**

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

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

10. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners
Purchasing and Risk Management Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone: 727-464-3237
Email: mcchartier@pinellas.gov

AGREEMENT**11. Audit**

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

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

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

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

15. Liability and Insurance

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

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- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

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

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

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

AGREEMENT**20. Subcontracting/Assignment**

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.
- B. **Assignment** - This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Hannigan

Public Works Technical Services

shannigan@pinellas.gov

727.464.3089

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Morgan Pierce

10142 Parkside Dr., Ste. 500

Knoxville, TN 37922

856.688.8342

mpierce@pandj.com

AGREEMENT**23. Conflict of Interest**

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the 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.

24. Right to Ownership

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

25. Amendment

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

26. Severability

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

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

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

29. Due Authority

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

AGREEMENT**30. No Third-Party Beneficiary**

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. Exhibit F, G, H
- C. Attachment A, B, C
- D. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

33. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

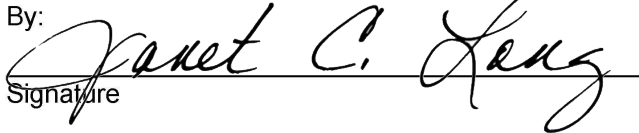
(Signature Page Follows)

AGREEMENT

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

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

By: 
Signature

Janet C. Long
Print Name

Chair
Title

February 28, 2023.
Date

By: 
Signature

Morgan Pierce
Print Name

President, Power
Title

1/27/2023
Date

ATTEST: KEN BURKE, CLERK

By: 



APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

AGREEMENT**EXHIBIT A - STATEMENT OF WORK****OVERVIEW**

- a. Many areas of Pinellas County are low lying and may be flooded for several days following a disaster event. Contractor must become familiar with the geography of Pinellas County in order to effectively stage personnel and equipment.
- b. There is no guarantee of minimum or maximum amounts per contract item.
- c. No adjustments to contract prices will be considered due to the increases or decreases in estimated quantities.
- d. No adjustments to contract prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)
- e. The Contractor is required to perform at least thirty (30%) percent of the work with its own forces.
- f. Depending upon the nature of the disaster, the Contractor may be required to perform work for the County and all participating municipalities, or as few as a single municipality.

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

The Contractor should expect the following categories of debris to be generated from a disaster event, such as a hurricane:

- Vegetative debris (tree limbs, stumps, brush, leaves, etc.)
- Construction and Demolition (C&D) debris i.e., wood, glass, metal, wallboard, roofing, and flooring
- White Goods (refrigerators, stoves, water heaters, washers, dryers)
- Household furniture, mattresses, carpet, etc.
- Household Hazardous Wastes and other hazardous wastes or materials
- Vehicles and vessels
- Animal carcasses
- Sand, mud, or soil

The amount of the debris to be removed under this contract will be dependent upon the size and severity of the emergency.

PREPARATION AND MOBILIZATION

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

When a major disaster occurs or is imminent:

- a. Pinellas County and/or Responsible Municipalities will issue a Notice to Proceed (NTP) to the Contractor (The Notice to Proceed establishes the lines of communication between the Contractor's representatives and the Responsible entity and notifies Contractor that they should send a Project Manager (PM) to Pinellas County within 24 hours, as specified in the NTP, to begin planning and mobilization).
- b. Pinellas County will issue the first Task Order and Purchase Order authorizing the Contractor to begin mobilizing personnel and equipment necessary to perform the work.
- c. The Task Order directs the Contractor to execute the required Performance and Payment Bonds. The Contractor should anticipate receiving the Task Order from Pinellas County within the first 24 hours following landfall of an eligible hurricane or occurrence of other disaster.
- d. The DM will direct the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
- e. Location of DMS sites will be identified and supplied to Contractor by Pinellas County. Specific DMS may be required for different types of debris.
- f. The DM may also establish designated homeowner drop-off sites from which Contractor will be required to remove the debris collected on a daily basis.

AGREEMENT

- g. Contractor is responsible for the collection, reduction (if applicable) and hauling for disposal of debris by-products generated at all debris management sites or temporary debris storage and reduction (DMS) sites. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries requires written approval of the DM and is to be appropriately permitted.
- h. Pinellas County may require removal of debris from publicly maintained drainage areas. The DM will identify these areas and provide the appropriate authorization as described in this Scope of Services to conduct this work.
- i. The Contractor shall not mix Eligible Debris hauled for Pinellas County under this contract with any debris hauled for other counties or out-of-County municipalities under separate contracts. Contractor will not remove debris from private property without the express written authorization from DM.

CONTRACTOR'S RESPONSIBILITIES**a. General Operations**

- 1. Contractor must provide disaster debris recovery services in a good, workmanlike manner in accordance with accepted debris management industry practices.
- 2. Contractor must comply with all federal, state, and local safety and health requirements.
- 3. Contractor must guarantee that they and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the Federal List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- 4. Contractor must conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.
- 5. Contractor must conduct operations in such a manner as to minimize property damage and/or personal injury to existing public and private property during the course of performance under this contract. Should damage occur, Contractor will report the location and extent of the damage (including pictures) to the DM. Contractor must make best efforts to contact the property owner and notify them of the damage and provide the DM with contact information.
- 6. Contractor must supervise and direct work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of the Contractor and Contractor must provide a safe working environment.
- 7. Contractor is to pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 8. Copies of all permits shall be submitted to the DM or designee throughout the contract period.
- 9. Contractor is responsible for taking corrective action in response to any notices of violations issued as a result of Contractor's or any sub-contractors' actions or operations during the performance of this contract.
- 10. Correction for any such violations will be at no additional cost to Pinellas County or the Responsible Municipality.
- 11. Municipality.
- 12. The subcontracting structure shall not exceed 3 tiers ((i) sub (ii) sub, sub (iii) sub, sub, sub) unless authorized by the DM.

b. Safety Plan and Safety Measures

Contractor is to prepare an Operations and Safety Plan to include, but not be limited to, the following:

- 1. Method of subcontracting collection crews including determination of the number of crews.
- 2. Communications with Pinellas County shall be detailed in the plan.
- 3. Reporting data and information (logs, load tickets, etc.).
- 4. QA/QC and controls.
- 5. Field supervision and controls.
- 6. Documentation of response to, and corrective measures for, property damage resulting from collection activities.
- 7. Fuel supply.
- 8. Temporary Traffic Control.
- 9. Equipment and operations safety procedures.
- 10. Protocol for debris removal around potential energized power lines.
- 11. Sub-Contractor training for compliance with FEMA requirements.
- 12. Invoicing procedures
 - Contractor is to be familiar with the FEMA Public Assistance Program and the FHWA Emergency Relief Program as it relates to debris management.

AGREEMENT

- Contractor will immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. The Contractor is responsible for removal and containment of all leaked fluids from the effected soil and pavement.
- Contractor will ensure all personnel have and utilize personal protective safety gear (PPE) in accordance with OSHA requirements and company safety policies. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
- The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.

Traffic Control

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

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

Hazardous Waste Issues

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

Hazardous Waste Spills

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

c. Conduct Of Operations

Contractor is to provide:

1. Personnel
 - Contractor will provide administrative support for contracted operations, on-site management staff to work with the County, and field supervisors, operators, drivers, laborers, and other required staff.
 - Contractor must ensure that all personnel engaged in performing the services be fully qualified, and if required, authorized, or permitted under Federal, State, Local and all applicable laws.

AGREEMENT

- Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- Contractor must provide at least one multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. Contractor must have a means to communicate with all their workers.
- Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation, and any other costs.
- Contractor must provide a Project Manager (PM) to oversee work.
 - Contractor's PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
 - The PM will coordinate all communications with the County's representatives.
 - The PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.

2. Labor

- All employees of the Contractor will be, at all times, sole employees of the Contractor under its direction and not an employee or agent of Pinellas County or any Responsible Municipality.
- Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
- Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
- The Contractor is to provide its own project management staff.
- The Contractor will provide Pinellas County and each Responsible Municipality, as applicable, with a list of all sub-contractors working under this contract, including phone numbers of contact personnel.
- Prior to Pinellas County or a Responsible Municipality assigning work, the Contractor must provide Pinellas County and Responsible Municipalities, as applicable, with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.

3. Equipment

- Contractor will provide all appropriate vehicles, equipment, and hand-tools to ensure successful recovery operations.
- The Contractor will ensure that all Contractor and sub-contractor employees have and use the appropriate Personal Protective Equipment (PPE) for the duties performed. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.

d. Work Schedule/Hours

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

CONTRACT SERVICES have been organized into five (5) separate tasks:

- TASK 1 - EMERGENCY DEBRIS CLEARANCE (FIRST PUSH)
- TASK 2 - TEMPORARY DEBRIS STORAGE AND REDUCTION SITES/MANAGEMENT TASK 3 - DEBRIS REMOVAL (LOAD and HAUL)
- TASK 4 – HAZARDOUS TREE AND LIMB REMOVAL
- TASK 5 – HAZARDOUS STUMP REMOVAL

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

1. Upon receipt of a Notice to Proceed, Contractor's PM will provide the DM with an estimated number of work crews and equipment needed, if any, to perform this task based on the event within twenty-four (24) hours.
2. Pinellas County will issue a Task Order to the Contractor defining the work, ceiling price and schedule.
3. At the request of the DM, Contractor is to mobilize the PM within 12 hours of receiving the request so that response and recovery operations associated with this scope of work can be effectively coordinated.

AGREEMENT

4. Contractor is to mobilize personnel and equipment for this task and shall be fully mobilized and prepared to conduct emergency debris clearance in Pinellas County within 24 hours of receipt of the first task order. Work assignments within Pinellas County will be prioritized by the DM.
5. In accordance with the Interlocal Agreement between the County and participating municipalities, Contractor must not undertake debris clearance for any Responsible Municipality, without the express written approval of the DM, unless and until First Push is completed for the County.

Debris Clearance – MUST BE COMPLETED WITHIN FIRST 70 HOURS

6. Work includes the clearing one lane of travel of debris from streets and roads (first push). It is possible that this work may include cutting and reducing debris in place in order to allow traffic movement in the ROW.
7. Contractor is not to move from one designated work area to another designated work area without prior approval from the DM.
8. When clearing debris from roads, all debris must be placed along the edge of pavement on the shoulder of the road without blocking driveways, side streets or utilities of any kind.
9. The DM will develop a work plan showing where operations will begin, and which streets/roads will be cleared daily. The plan will be updated every day of operation.
10. A task order will be issued for work to be completed within the first seventy (70) hours after the NTP has been issued. Subsequent task orders will be issued as necessary beyond the first seventy (70) hours.

Reporting

11. Contractor's PM shall provide the DM with a daily progress and productivity report. This report will be done in writing and shall provide an update on progress, current issues, and plans for the next reporting period.
12. Contractor must track all crew and equipment time and locations cleared for the duration of the First Push operations. The Contractor must also, separately, track work done on any Federal-aid roads for the duration of the First Push operations. Documentation can be done in the form of logs, but formatting must have the approval, in advance, of the DM. Documentation must include the following breakdowns:
 - Description of work performed
 - Location(s) of work performed
 - Management, supervision, and labor composition, with hours worked and rates based on prices in the Exhibit C - Payment Schedule.
 - Equipment type, name of operator, hours of actual use, and rates based on prices in the price proposal

Reimbursement

13. There will be no additional payment for mobilization and demobilization. Mobilization and demobilization are a separate pay item.
14. Payment for work completed during the First Push will be based on verified hours worked from the daily logs showing crew and equipment time. No payment will be made for equipment down-time resulting from equipment failure, routine maintenance and fueling. Down-time must be deducted in one half-hour segments. Down-time occurring for less than fifteen minutes shall not be deducted from reported work hours.
15. Billing rates for all equipment and labor used for the emergency debris clearance (first push) operations must be indicated on the forms provided in Section F, Fee Schedule.
16. The maximum payment allowed will be as defined in the Task Order ceiling price. The Contractor will be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully approved and executed by Pinellas County in advance.

b. TASK 2 - Temporary Debris Storage and Reduction Sites/Management**General**

1. Contractor will manage and operate the Temporary Debris Storage and Reduction (DMS) sites located at various locations within Pinellas County as shown on ATTACHMENT C and confirmed with the DM prior to First Push.
 - Contractor is to only use DMS locations designated by the DM.
 - Contractor will haul vegetative debris, stumps, construction and demolition, and mixed debris, to the respective DMS for further sorting and reduction.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to accept and process, sort, reduce, and dispose of disaster-related debris at all DMS.

AGREEMENT

3. Reduction of vegetative debris shall be through approved air curtain burning and/or chipping and grinding, or other reduction methods, if approved by the DM.
4. Contractor is to sort C&D debris at the DMS to maximize recycling opportunities.
 - If reduction of C&D debris is necessary, it will be reduced through compaction.
 - Common recyclable materials associated with a disaster event are metals, soil, concrete, and asphalt.
5. Contractor must construct inspection tower(s) at each DMS entrance and each exit in accordance herewith, providing all materials, tools, labor, and supervision.
 - The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer.
 - The inspection tower shall be sized to accommodate at least four (4) people.
 - The inspection tower construction must include a roof for personnel protection
 - The inspection tower must include stairs for access, with stair design or configuration in compliance with OSHA regulations and local codes to ensure safety performance needs as required.
 - The DM may require additional inspection towers to improve traffic flow through the DMS.
 - Any additionally requested towers will be constructed at no additional cost to the County.
6. Contractor is required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area is to be maintained to allow the safe and efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. Contractor must provide all barricades or signaling equipment/staff to provide safe passage onto the public road from the DMS.

Equipment

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

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17. Trailer type hauler containers must be equipped with either tandem axles and/or dual tires.
 - A minimum of four (4) tires are required on all trailers.
 - The GVWR shall be a minimum of ten thousand (10,000) pounds on all trailers unless approved by the DM.
 - All trailers must have a legible manufacturer's identification plate with ratings.

Work Schedule

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

Site Plan and Management

18. Contractor is responsible for establishing site layout at each of the DMS.
19. Contractor must provide sufficient site supervision of all assigned activities, at least one (1) supervisor at every DMS.
20. Contractor is responsible for preparing the site(s) to accept debris. Preparation includes clearing, erosion control, road installation, grading, and installation of inspection towers.
21. Contractor is responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS and for all necessary traffic control measures.
22. Contractor is responsible for maintaining security at the site.
23. Contractor must minimize the risk of fire on the sites.
24. Contractor shall conduct operations at the DMS such that all nuisances to the surrounding residents are minimized, i.e., noise, dust, smoke, and traffic congestion.
25. Contractor must provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. Contractor must remove all contaminants and hazardous waste from the debris at the DMS and store it in appropriate locations.
26. Contractor is required to construct a containment area at the DMS to store hazardous waste materials consisting of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
27. Contractor is responsible for repairing all damage from filling to grading with like material, all surface damage such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. Contractor must preserve and protect all existing structures on, or adjacent to, areas of work.
28. Contractor is responsible for closure of the DMS within thirty (30) calendar days of the last load of disaster-related debris for disposal. This closure shall include:
 - Removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.)
 - Grading the site
 - Environmental remediation
 - The site must be restored in accordance with all State and local requirements and to the pre-existing condition before the disaster event. The DM will inspect the restoration of the DMS and present a punchlist, if applicable, to the Contractor.

Debris Storage

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

29. Debris shall be segregated into:
 - Burnable/grindable vegetative debris
 - Non-burnable/non-grindable mixed debris
 - Hazardous and toxic waste
 - Construction and demolition (C&D) debris
 - White goods
 - Recyclable materials
 - Ash residue
30. Contractor must take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as 36 freon, various oils, and fluids into the environment
31. Contractor must establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater.
32. Contractor shall set up plastic liners under stationary equipment such as fuel tanks and oil containers.

AGREEMENT

33. Contractor must provide qualified and certified 36 freon recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
34. Contractor must process (grind or burn, if applicable) all stumps, and large logs hauled to the DMS. The price for processing the stumps and logs must be included in the overall price for processing vegetative debris.
35. Contractor must ensure all debris is processed and hauled from a DMS before moving to other sites, unless otherwise approved by the DM.

Debris Reduction

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

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

Above and Below -Grade Air-Curtain Burning

39. The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function.
40. See the drawing provided in ATTACHMENT B for details.
Minimum required air velocity measured at the nozzle is 8,800 feet/minute (100 mph).
Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length.
(For example, a 20-foot-long pit would require a blower with a nozzle velocity of 8,800 ft/min and nozzle output rate of 18,000 cfm).
41. Pit should be a maximum of 8 feet wide, and from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
42. Pit must be constructed out of a highly compactable material that will hold shape and support the weight of the loading equipment.
 - There shall be an impervious layer of clay or limestone on the bottom of the pit to provide a barrier for ground water protection and capable of supporting the wheel weight of the loading equipment.
 - The bottom layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
43. There must be a minimum distance of 100 feet between the burn area and the nearest debris piles, building and/or people or workers.
44. The ends of the pits must be sealed with dirt or other material to a minimum height of four feet.
45. A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six (3 – 6) inches from the edge of the pit.
46. There must be one foot (1') high wheel stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
47. The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
48. Length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
49. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. The Contractor shall be responsible for dust control while handling ash materials.
50. No hazardous or contained-ignitable material is to be dumped into the pit.
51. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending on site conditions.
52. Contractor shall apply for, and obtain, all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Portable Air-Curtain Burning

53. Portable incinerators use the same principles as air-curtain pit systems. The primary difference is that portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to complement the blower systems. These types of units come in various sizes and are the preferred method of air-curtain burning because of their portability and ease of operation.

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54. Minimum required air velocity measured at the nozzle is 8,800 feet/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a twenty (20') foot long pit would require a blower with a nozzle velocity of 8,800 feet/min and nozzle output rate of 18,000 cfm).
55. There must be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles, buildings, and/or people and workers.
56. There must be one-foot-high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops shall be constructed of fireproof material.
57. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. Contractor is responsible for dust control while handling ash materials.
58. No hazardous or contained-ignitable material is to be dumped into the pit.
59. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending upon site conditions.
60. Contractor shall apply for and obtain all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

Chipping and Grinding

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

Load Tickets

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

AGREEMENTMeasurements

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

c. TASK 3 - Debris Removal (Load And Haul)General

1. Debris Removal includes the loading and hauling of eligible debris within Pinellas County to an approved DMS.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to load, and haul disaster-generated debris.
3. The quantity of debris resulting from a disaster event may preclude sorting of debris at the ROW; therefore, Contractor must receive approval from the DM for any proposed alternative direction on collection and sorting at the start of event.

Work Schedule

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

Performance Schedule

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

Debris Removal

9. Work will be prioritized by the DM. Contractor need to be prepared to respond to priorities within the framework of the established schedule as they are established by the DM.
10. Contractor is to provide all labor, equipment, machines and tools, fuel, lubricants, spare parts, etc. necessary to load and haul eligible disaster-generated debris.
 - equipment is to be in good working condition

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- If equipment becomes inoperable, it must be repaired or replaced with similar equipment within twenty-four (24) hours.
 - The County prefers use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County.
11. Work consists of removing any and all Eligible Debris, primarily from the public ROW of streets and roads, as directed by the DM. Work includes:
 - Examining debris to determine whether or not the debris is eligible, and
 - Loading the debris, and
 - Hauling the debris to an approved DMS or final disposal location.
 12. Ineligible Debris cannot be loaded, hauled, or dumped under this contract. Mixing Ineligible Debris with Eligible Debris will render the entire load Ineligible. The Contractor will not be reimbursed for collection of such mixed loads of Eligible Debris and Ineligible Debris.
 13. Debris removal includes all eligible debris found on the ROW within the area defined by the DM. The DM may specify any Eligible Debris within the ROW which should not be removed, or which should be removed at a later time or by others.
 14. Debris removal may include the removal of Eligible Debris from eligible canals and waterways within the County.
 15. Contractor must make as many passes through the designated area as required by the DM.
 16. Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property shall be cut by Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW will be removed.
 17. Contractor cannot enter onto private property during the performance of this contract without the prior written approval of the DM.
 18. Contractor will use only rubber-tired equipment in the performance of loading and hauling debris.
 19. Contractor and its personnel cannot use equipment or labor authorized for debris removal under this contract for private work during the working hours designated under this contract.
 20. All vegetative and C&D debris shall be mechanically loaded, and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. "Hand Loading" of vegetative and C&D debris is not authorized under this contract without the approval of the DM. Vehicles delivering debris using hand loading methods will be reduced by 50% of the observed volume as defined in FEMA Policy RP9523.12 or current FEMA policy.
 21. Contractor is responsible for filling to grade with like material, all surface damage such as rutting, and pavement damage caused by the Contractor's equipment during debris removal.
 - Contractor must repair all damage to existing grade, road shoulders, sidewalks, drainage
 - structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.
 - Contractor must preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work.
 22. Contractor must repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred. Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving the claim.
 23. During the Debris Removal process, it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from pavement.
 24. Contractor cannot move from one designated work area to another work area prior to receiving authorization from the DM.
 25. Contractor shall provide sufficient field supervision for all assigned activities.
 - Contractor shall provide a minimum of three (3) field supervisors at all times.
 - The DM may require additional field supervisors at an expected rate of (3) field supervisors for every 100,000 CY of estimate debris.
 26. Trucks shall be loaded so no debris extends beyond the truck bed in any direction.
 - All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment.
 - All debris shall be adequately secured while being transported to the designated DMS including the use of tarps or other mechanical means to ensure no loss of debris.
 - All equipment hauling debris to the DMS are required to be capable of self-dumping or removing its load without assistance from other equipment.
 - The DM may authorize use of other types of vehicles.

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27. Any material identified as a potentially hazardous or toxic waste must be reported immediately to the DM, including exact location. Regulated hazardous wastes will be collected by a specialty Contractor hired or employed through the Contractor, who is licensed and permitted to handle these types of materials.)
28. Contractor shall remove white goods debris by hauling it separately from other debris types. The Contractor shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.
29. Contractor shall notify the DM if inoperable personal property items such as automobiles, trucks, trailers, boats, and boat trailers are identified that obstruct or impede debris removal.
 - The DM shall notify the Contractor if the vehicle or vessel or other items is to be removed.
 - Removal of this debris by Contractor must be accomplished by acceptable and approved towing methods.
 - Removal shall be accomplished without causing further damage to the item.
 - Items shall be stored as directed by the DM.
30. Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical and communications equipment are not Eligible Debris and must be reported to the DM.

d. TASK 4 – Hazardous Tree and Limb 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; or
- It is an immediate threat to life, public health and safety, or improved property; or
- It has a diameter of six (6) inches or greater measured 4.5 feet above ground level, and the tree:
 - Has a split trunk; or
 - Has a broken canopy; or
 - Is leaning at an angle greater than thirty (30°) degrees.

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

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

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e. 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; and
 - It is greater than twenty-four (24") inches in diameter, as measured twenty-four (24") inches above the ground; and
 - Extraction is required as part of the removal.
 - See Attachment A – Stump Conversion Table
2. Hazardous stump removal work includes the removal and disposal of hazardous stumps in public ROW. Removal of hazardous stumps on private property shall only be conducted at the direction of the DM.
3. Contractor will provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform hazardous stump removal work.
4. Contractor must notify the DM of any damage caused to private property or the public ROW during the course of hazardous stump removal. Contractor is responsible for repairs to private property or facilities within the public ROW caused by the removal of hazardous stumps.
5. All stumps and stump remnants which are fully disengaged from the ground and in a public ROW will be considered normal vegetative debris. The only exception to this will be if a fully disengaged stump, due to its size or condition requires special equipment to remove. In that case, Contractor must submit to the DM a specific scope of work necessary to remove it along with photo documentation and a proposed unit price for removing the stump. The Contractor shall not remove stumps requiring special equipment until authorized by the DM.
6. Contractor must remove all disengaged stumps and stump remnants from the assigned Load Site area before moving to another work area unless otherwise approved by the DM

Hazardous Stump Removal

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

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

All reference to "days" within this document shall be defined as meaning calendar days.

1. **ASH:** Residue produced by incineration of burnable Eligible Vegetative Debris.
2. **BULKY HOUSEHOLD WASTE/GARBAGE:** Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
3. **CONSTRUCTION AND DEMOLITION DEBRIS (C&D):** Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
4. **COUNTY:** Pinellas County, a political subdivision of the State of Florida acting through its authorized representative(s).
5. **DEBRIS MANAGEMENT CENTER (DMC):** The location that coordinates all debris operations.
6. **DEBRIS MANAGEMENT SITE (DMS):** Predetermined location/area where eligible debris is deposited for later reduction and removal.
7. **DEBRIS MANAGER (DM):** The County or Municipal designee responsible for debris operations and implementation of this contract. The Debris Manager may appoint a representative, or designee, to coordinate all phases of debris operations and contract compliance.

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8. **DEBRIS MONITOR:** The contractor's designee who observes and documents that the Disaster Debris Collection and Removal contractor workers are performing eligible work in accordance with FEMA Public Assistance (PA) guidelines and all applicable federal, State, and local regulations.
9. **DEBRIS REMOVAL CONTRACTOR:** Vendor selected to collect eligible disaster debris from the right of way.
10. **DISASTER GENERATED DEBRIS:** Eligible debris resulting from an event or disaster.
11. **ELIGIBLE DEBRIS:** Debris which is eligible for FEMA reimbursement based upon then current applicable FEMA regulations, guides and fact sheets, which is generated by declared, natural or man-made disaster, and placed on rights-of-way by residents and/or commercial establishments, as directed by the County or Responsible Municipality, as well as cleared from public rights-of-way located within Pinellas County, Florida and may also include disaster generated debris on private roads as expressly authorized by the County or Responsible Municipality under six (6) possible classifications:
 - Woody vegetative and yard debris
 - Construction and Demolition
 - White goods
 - Recyclables
 - Hazardous and/or toxic waste
 - Any other disaster-generated debris such as Bulky Household Waste/Garbage

These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris may be recyclable also.
12. **FINAL DISPOSAL SITES:** A County-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris, or a County-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
13. **HAND LOADING:** Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load as determined by the current FEMA guidelines.
14. **HAZARDOUS TREE OR STUMP:** When a disaster event uproots a tree or stump on a public right-of-way, improved public property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety per current FEMA regulations, policies, and guidance.
15. **HAZARDOUS AND/OR TOXIC WASTE:** Regulated wastes not included in Household Hazardous Waste.
16. **HOUSEHOLD HAZARDOUS WASTE:** Household hazardous wastes are materials commonly found in households that are potentially harmful to health and the environment. Examples of these materials include paint, pesticides, motor oil, lubricants, cleaners, solvents, and other materials. These materials are typically not stored in sufficient quantity to require state or federal regulation.
17. **HOT SPOTS:** Areas where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.
18. **INELIGIBLE DEBRIS:** Debris, which is ineligible for FEMA reimbursement based upon then applicable FEMA regulations, guides, and fact sheets, including debris that was not generated by the declared, natural, or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of the County or Responsible Municipality to collect and dispose.
19. **INSPECTION TOWER:** This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen-wheel transfer trailer and large enough for at least four (4) people.
20. **JOINT PROCUREMENT:** This is a joint procurement for County-wide disaster debris monitoring, management, collection, and removal. Contractors may be awarded differing scopes, including but not limited to, solely County debris, solely municipal debris, or a combination thereof.
21. **LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS:** FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.
22. **LOAD SITE:** The location where Eligible Debris is collected. The load site may include the debris hauling vehicles, labor, and loading equipment.
23. **LOAD SITE MONITOR:** Person who issues debris load tickets for Eligible Debris cleared and removed at locations within Pinellas County as designated by the DMC in coordination with the Debris Removal Contractor.
24. **LOAD TICKET:** A serialized, five-part form used to record and document volumes of Eligible Debris collected by the Contractor.
25. **MIXED WASTE:** The combination of two (2) or more categories of debris is considered mixed waste. This category of waste may require sorting before processing and disposal.

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26. **NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS):** Is a system that improves response operations using the Incident Command Systems (ICS) and other standard procedures and preparedness measures.
27. **NATIONAL RESPONSE CENTER:** The sole national point of contact for reporting oil, chemical, radiological, and biological discharges.
28. **NOTICE TO PROCEED (NTP):** Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM (or other designee(s) identified by the County Administrator in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of Pinellas County or a Responsible Municipality unless modified by a written list of persons authorized by the Responsible Public Works Director to issue such notice.
29. **PARTICIPANT:** The County and participating Municipalities.
30. **PASSES:** The number of times the Contractor passes through the assigned Work Zone to collect all Eligible Debris.
31. **PROJECT MANAGER:** A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to Pinellas County and Responsible municipalities.
32. **RECYCLABLES:** Includes, but is not limited to, materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil, and tires.
33. **RECYCLING FACILITY:** A facility that recycles or reuses Eligible Debris.
34. **RESPONSIBLE:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
35. **RESPONSIBLE ENTITY:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.
36. **RESPONSIBLE MUNICIPALITY:** A municipality within Pinellas County, Florida, participating in the cooperative procurement through Interlocal Agreement, and responsible for payment to the Contractor for work performed at the municipality's request. May be used in plural form, however, each Responsible Municipality retains its independence and singular responsibility.
37. **RIGHT(S) OF WAY (ROW):** Has the meaning of right-of-way and road as defined by Florida Statutes, Section 334.03 (2021).
38. **STATEMENT OF WORK:** Enumerates and defines the work/services that Contractor will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Contractor will provide, as well as a proposed completion schedule for each task and/or deliverable, if applicable.
39. **TASK ORDER:** Written authorization issued to the Contractor by Pinellas County or the Responsible Municipality responsible for payment to define a specific scope of work or area of work and the time period authorized for the completion of stated services (see Attachment D – Sample Task Order).
40. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S):** A County-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
41. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR:** The County's authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).
42. **TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR:** The County's and/or Responsible Municipality's authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the Contractor.
43. **TIPPING FEE:** A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.
44. **TOWER MONITOR:** Validates the load ticket from the Load Site Monitor and estimate the percentage of full capacity ensuring that they are not artificially loaded and accurately completes their portion of the load ticket.
45. **WHITE GOODS:** Includes but is not limited to household appliances, such as ranges, washers, water heaters, refrigerators and other domestic or commercial-sized appliances.
46. **WOODY VEGETATIVE AND YARD DEBRIS:** Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes, and shrubs.
47. **WORK CREW:** Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

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WORK ZONE: The designated area within that the County Administrator for the County and Responsible Municipalities, or authorized representative, has assigned to the Contractor to perform Eligible Debris removal and hauling services.

ACRONYMS AND ABBREVIATIONS

BCC	Board of County Commissioners, Pinellas County
C&D	Construction and Demolition
CY	Cubic Yard
DM	Debris Manager
DMC	Debris Management Center
DMS	Debris Management Site
EA	Each
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
HHW	Household Hazardous Waste
LF	Linear Feet
LSM	Load Site Monitor
NTP	Notice to Proceed
PAPPG	Public Assistance Program and Policy Guide
PM	Project Manager
ROW	Right(s) of Way
TDSRS	Temporary Debris Storage and Reduction Site(s)

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** The Contractor acknowledges and agrees that the services will be provided without any limitation on Contractor's liability. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to limit the Contractor's liability to any specified amount in the performance of the services. Contractor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services without any limitation on Contractor's liability that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its prohibition on any limitation on Contractor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Contractor's liability, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

2. **INDEMNIFICATION.** The Contractor acknowledges and agrees to be bound by and subject to the PARTICIPANT's indemnification provisions as set out in the Services Agreement. The PARTICIPANT objects to and shall not be bound by any term or provision that purports to modify or amend the Contractor's indemnification obligations in the Services Agreement or requires the PARTICIPANT to indemnify and/or hold the Contractor harmless in any way related to the services. Contractor shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Contractor to be included in the Services Agreement. Contractor is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the PARTICIPANT reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the PARTICIPANT in its sole discretion.

3. **INSURANCE:**

The recommended Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) The Contractor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The certificate must name **Pinellas County, a Political Subdivision of the State of Florida 400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Contractor or their agent prior to the expiration date.

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- (1) Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
 - f) If subcontracting is allowed under this RFP, the Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (1) All subcontracts between Contractor and its subcontractors shall be in writing and are subject to the PARTICIPANT's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the PARTICIPANT by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the PARTICIPANT at the election of Owner upon termination of the Contract; (3) provide that PARTICIPANT will be an additional indemnified party of the subcontract; (4) provide that the PARTICIPANT will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the PARTICIPANT and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the PARTICIPANT; and (7) identify the PARTICIPANT as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
 - g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the PARTICIPANT. If Contractor is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against PARTICIPANT for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

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- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The PARTICIPANT shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the PARTICIPANT. Should employees not named be utilized by Contractor, the PARTICIPANT, at its option may stop work without penalty to the PARTICIPANT until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Contractor to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Pollution Liability, shall include waivers of subrogation in favor of PARTICIPANT from both the Contractor and subcontractor(s).
- h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

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Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Contractor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

- (4) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	5,000,000
General Aggregate	5,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

MOBILIZATION	Lump Sum Total
	\$0.00

DEBRIS CLEARANCE	UOM	Rate	Total
Additional General Labor	Hours	\$45.00	\$10,800.00
General Management	Hours	\$75.00	\$5,250.00
1 Wheel Loader with operator, 2.5cy 2. Foreman with support vehicle and small equipment 3. Laborer with chainsaw 4. Laborers with small tools (2)	Hours	\$425.00	\$212,500.00
TOTAL - DEBRIS CLEARANCE			\$228,550.00

VEGETATIVE COLLECT AND HAUL	UOM	Rate	Total
0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	CY	\$8.25	\$7,425,000.00
16-30 miles vegetative from ROW to DMS	CY	\$8.50	\$7,650,000.00
31-60 miles vegetative from ROW to DMS	CY	\$8.75	\$7,875,000.00
60+ miles vegetative from ROW to DMS	CY	\$9.75	\$8,775,000.00
TOTAL - VEGETATIVE COLLECT and HAUL			\$31,725,000.00

MANAGEMENT AND REDUCTION	UOM	Rate	Total
Grinding	CY	\$3.50	\$3,150,000.00
Air Curtain Burning	CY	\$2.25	\$2,025,000.00
Open Burning	CY	\$1.50	\$1,350,000.00
Compacting	CY	\$1.00	\$900,000.00
TOTAL – MANAGEMENT and REDUCTION			\$7,425,000.00

C & D (Construction and Demolition Debris) COLLECT AND HAUL	UOM	Rate	Total
0-15 miles C&D from ROW to DMS	CY	\$8.25	\$7,425,000.00
16-30 miles C&D from ROW to DMS	CY	\$8.50	\$7,650,000.00
31-60 miles C&D from ROW to DMS	CY	\$8.75	\$7,875,000.00
60+ miles C&D from ROW to DMS	CY	\$9.75	\$8,775,000.00
TOTAL – C & D COLLECT and HAUL			\$31,725,000.00

FINAL DISPOSAL	UOM	Rate	Total
0-15 miles from DMS to Final Disposal	CY	\$3.25	\$1,625,000.00
16-30 miles from DMS to Final Disposal	CY	\$4.00	\$2,000,000.00
31-60 miles from DMS to Final Disposal	CY	\$4.50	\$2,250,000.00
60+ miles from DMS to Final Disposal	CY	\$5.25	\$2,625,000.00
Tipping Fees (vegetative)	CY	Pass Through	\$0.00
Tipping Fees (mix)	CY	Pass Through	\$0.00

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Tipping Fees (C&D)	CY	Pass Through	\$0.00
TOTAL – FINAL DISPOSAL			\$8,500,000.00

TREE OPERATIONS	UOM	Rate	Total
Hazardous trees 6" – 12"	Trees	\$100.00	\$30,000.00
Hazardous Trees 13" – 24"	Trees	\$150.00	\$45,000.00
Hazardous Trees 25" – 36"	Trees	\$200.00	\$60,000.00
Hazardous Trees 37" – 48"	Trees	\$250.00	\$75,000.00
Hazardous Trees 49" +	Trees	\$400.00	\$120,000.00
Trees with Hazardous Limbs > 2"	Trees	\$110.00	\$33,000.00
Hazardous Stumps > 24" – 36"	Stumps	\$200.00	\$20,000.00
Hazardous Stumps > 37" – 48"	Stumps	\$250.00	\$18,750.00
Hazardous Stumps > 49"	Stumps	\$8,300.00	\$415,000.00
Stump Grinding > 24" – 36"	Stumps	\$200.00	\$20,000.00
Stump Grinding > 37" – 48"	Stumps	\$250.00	\$18,750.00
Stump Grinding > 49" +	Stumps	\$300.00	\$15,000.00
Stump Fill Dirt	CY	\$20.00	\$2,000.00
TOTAL – TREE OPERATIONS			\$872,500.00

SPECIALTY REMOVAL	UOM	Rate	Total
Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	CY	\$35.00	\$3,500,000.00
Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	CY	\$10.00	\$5,000,000.00
Vehicle Removal	Units	\$100.00	\$1,000.00
Vessel Removal (from land)	LF	\$20.00	\$400.00
Vessel Removal (marine)	LF	\$40.00	\$1,600.00
Carcass Removal (decomposable debris – animals and organic fleshy matter)	Pounds	\$5.00	\$1,000.00
ROW White Goods Removal	Units	\$45.00	\$67,500.00
Freon Management	Units	\$30.00	\$15,000.00
Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	Pounds	\$5.00	\$10,000.00
Biowaste (waste capable of causing infection to humans – animal waste, human blood, pathological waste)	Pounds	\$10.00	\$0.00
Household Hazardous Waste (HHW)	Pounds	\$5.00	\$25,000.00
TOTAL – SPECIALTY REMOVAL			\$8,621,500.00

AGREEMENT

TOTALS WORKSHEET:	TOTAL COST
Mobilization	\$0.00
Debris Clearance	\$228,550.00
Vegetative Collect & Haul	\$31,725,000.00
Management and Reduction	\$7,425,000.00
C & D Collect & Haul	\$31,725,000.00
Final Disposal	\$8,500,000.00
Tree Operations	\$872,500.00
Specialty Removal	\$8,621,500.00

AGREEMENT

EXHIBIT D - PAYMENT/INVOICES**PAYMENT/INVOICES:**

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
 Pinellas County Board of County Commissioners
 P. O. Box 2438
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

AGREEMENT**EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT F
CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity (As per Executive Order 11246): During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, CONTRACTORS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award exceeding \$100,000 must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

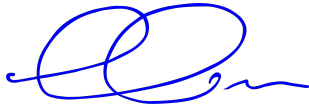
Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
- (g) Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.



Morgan Pierce, President
Phillips & Jordan, Inc.
Aug. 22, 2022

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known : *Name Phillips & Jordan, Inc. *Street 1 10142 Parkside Dr., Ste. 500 *Street 2 _____ *City Knoxville *State TN *Zip 37922 Congressional District, if known :		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable : _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature:  Print Name: <u>Morgan Pierce</u> Title: <u>President</u> Telephone No.: <u>865.688.8342</u> Date: <u>8.23.2022</u>		
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit H
FEMA GRANT FUNDING CONDITIONS
PROPOSAL NUMBER: 22-0617-P
PROPOSAL TITLE: Disaster Debris Collection & Removal Services

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment
 - ii. advertising; layoff or termination; rates of pay or other forms of compensation;
 - iii. and selection for training, including apprenticeship. The contractor agrees to
 - iv. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
 - v. nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees
 - i. placed by or on behalf of the contractor, state that all qualified applicants will
 - ii. receive consideration for employment without regard to race, color, religion,
 - iii. sex, sexual orientation, gender identity, or national origin.
 - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such othersanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency maydirect as a means of enforcing such provisions, including sanctions for noncompliance:
 - i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
 - ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or underthe contract.
 - iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance ofcontractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
 - iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penaltiesfor violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary ofLabor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, theadministering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

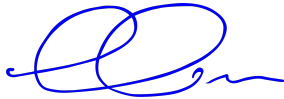
3. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

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

Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. **Procurement of Recovered Materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
7. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
8. **Compliance with Federal Law, Regulations, and Executive Orders:** A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
10. **Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



Morgan Pierce, President
Phillips & Jordan, Inc.
Aug. 22, 2022