

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this _____ day of _____, 2018 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and The Forestry Company, Perry, Florida (“Contractor”) (individually, “Party,” collectively, “Parties”).

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 167-0365-P (“RFP”) for Ecosystem Management – Al-Bar and Cross Bar Ranch 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, and any other information designated in writing by the County as County Confidential Information.

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

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

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

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 12, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

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

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Hydrogeology 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. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

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

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and for five (5) years, or until termination of the Agreement, whichever occurs first.

B. Term Extension. The Parties may extend the term of this Agreement for four (4) additional five (5) year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

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

B. Contingency Services. When authorized in writing by the County’s Director of Utilities or designee, the Contractor shall furnish services resulting from unforeseen circumstances not anticipated under Services Fee due to minor changes in the project. Compensation for any Contingency Services assignments shall be negotiated between the County and the Contractor at the time the need for services becomes known.

For any Contingency Services performed, the County agrees to pay the Contractor, a negotiated fee based on the assignment, up to a maximum amount not to exceed **\$300,000.00** (**\$60,000.00 per calendar year**) for all assignments performed.

C. The County agrees to pay the Contractor the not-to-exceed sum of **\$3,479,518.00**, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

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

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

F. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit C 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.

6. Personnel.

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

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

7. **Termination.**

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

1. **Events of Default.** Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 14, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County.** In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

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

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

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

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

9. **Confidential Information and Public Records.**

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

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

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

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

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

11. Compliance with Laws.

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

12. Public Entities Crimes

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

12. Liability and Insurance.

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

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

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

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

15. Subcontracting/Assignment.

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

B. Assignment. This Agreement, and 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.

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

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

For County:

Attn: David S. Adams, P.G.
Hydrogeology Manager – Utilities Department
14 S. Fort Harrison Avenue
Clearwater, FL 33756

For Contractor:

The Forestry Company
Attn: Donald R. Curtis Jr.
502 West Green Street
Perry, FL 32347

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

18. Conflict of Interest.

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

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

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

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

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

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

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

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

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

(Signature Page Follows)

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

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

The Forestry Company

Name of Firm

By: _____

By: DR Curtis J

Signature

DR CURTIS JR

Print Name

President

Title

ATTEST:

Ken Burke,
Clerk of the Circuit Court

By: _____

Deputy Clerk

APPROVED AS TO FORM

By: [Signature]

Office of the County Attorney

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A

STATEMENT OF WORK:

1) Total Ecosystem Management

The CONTRACTOR shall be responsible for managing the multi-faceted ecosystem and land management requirements at the Cross Bar / AL-Bar Ranch property. These requirements are described in detail in the following paragraphs. The Cross Bar / AL-Bar Ranch Property location is depicted on the map provided as **Attachment 1**.

- a. The CONTRACTOR must be prepared to allocate sufficient personnel and take whatever action is necessary to enable the COUNTY to meet their schedule. It is anticipated that the CONTRACTOR will begin working on the site within 30 days after the "Notice to Proceed" (NTP) is issued. This notice will be issued after the contract is executed and all performance security bonds are processed and approved. Negotiations related to the transfer of ownership of any materials or equipment from the previous contractor shall be the sole responsibility of the CONTRACTOR, and not the COUNTY.
- b. The CONTRACTOR shall prepare monthly Project Status Reports (PSR's), using formats and procedures approved by the COUNTY for all work specified in this Scope of Services.

2) Update Ecosystem Management Program

The CONTRACTOR shall be responsible for developing and managing the ecosystem and the water resource protection components of the site. For a general understanding of the property utilization, **Attachment 2** depicts the Land Use Cover Map. The following areas shall be evaluated, and recommendations for implementation shall be provided to the COUNTY:

- a. Evaluate current Ecosystem Management Program (Forestry, Agriculture and Wildlife Management/Habitat Restoration) and the current conditions.
- b. Identify areas of concern and recommend improvement strategies.
- c. Coordinate with the COUNTY and Tampa Bay Water (TBW) on their wellfield recovery assessment analysis. Assess the wetland augmentation and ditch block improvements as it relates to having a positive benefit to environmental recovery. **Attachments 3 and 4** provide the general locations of the augmentation sites and ditch blocks.
- d. Develop an Ecosystem Management Plan (EMP) with a short term goal of continuing the current forestry program, along with a thorough evaluation of the harvest and reforestation methods and schedules. At this time, the long-term goal is to establish a longleaf pine / flatwoods habitat, scrubby flatwoods and sand hill habitats after the timber harvest is completed. The EMP shall include, but not be limited to, a comprehensive and optimal plan to integrate wildlife/habitat management, forestry management, and ranching/agricultural management features and activities.
- e. Develop a GIS/geodatabase and the associated maps identifying land use cover, timber blocks by age class layer, timber harvests, pine straw areas, reforestation blocks, major infrastructure layer (buildings, ditch blocks, and wells), augmentation sites, internal roads layer, fences, gates, mowed areas, burn units, prescribed burn history, wildfire history, gopher tortoise burrows, exotic vegetation treatment units, exotic vegetation estimated cover and wildlife management area(s) layers. Land use cover will be based on Florida Land Use, Cover and Forms Classification System (FLUCFCS) or Florida Natural Areas

Inventory (FNAI). Draft GIS maps shall be prepared for review by the COUNTY after 6 months, and the database, the associated maps, and shape files shall be delivered to the COUNTY within 1 year of commencement of work on the site. Annual updates of the database, shape files and pertinent maps shall be provided to the COUNTY for incorporation into the COUNTY's GIS data management system. Some technical coordination and file transfer protocols may be required to be developed.

- f. Assess current gopher tortoise population and potential habitat carrying capacity by identifying areas to be surveyed and evaluated for potential recipient site. The CONTRACTOR shall also obtain an overall estimate and identify locations of tortoise populations on site.
- g. Prepare an updated Ecosystem Management Plan report, and provide the final report to the COUNTY within 1 year of the commencement of work on the site. This report shall be provided in multiple formats, including two (2) hard copies, a pdf file, the raw text and data files in MS Word, MS Excel, and any other software files, i.e. Arc View shape files, AutoCAD dwg files, etc.

3) Forestry Management Plan:

The primary focus of the forest management plan is to create an economically efficient timber management operation on the property compatible with the wildlife habitat restoration efforts and TBW's operations. Approximately 2300 acres of pine timber have been harvested and replanted between 2011 and 2017. An additional 800 acres of timber will be harvested and replanted between 2018 and 2021. Approximately 800 acres of timber currently remain in pine straw production and will be harvested during the current contract period. An additional 400 acres may also be in pine straw production, depending on the health of these blocks of timber. **Attachments 5, 6, and 7** provide maps that depict the pine straw production areas, the reforestation areas, and the future timber harvest areas.

The Forestry Management Plan shall outline a program for the best and most economical use of this land, and provide updated timber harvest, pine straw production, and reforestation plans. These plans will be developed from input from both the CONTRACTOR and the COUNTY, and in accordance with the Florida Department of Agriculture and Consumer Services (FDACS), Florida Forest Service Best Management Practices for Silviculture. The manual and forms can be found at the following link. <https://www.freshfromflorida.com/Divisions-Offices/Florida-Forest-Service/Our-Forests/Best-Management-Practices-BMPs>

The Forest Management Plan shall address the following:

- a. How will each type of forest coverage or acreage will be managed?

The CONTRACTOR shall evaluate each stand of timber, consider the species, density, health, soil types, and biological and economic objectives to determine the appropriate future management strategies. This information shall be developed and recorded in the GIS system, and updated maps and shape files shall be provided to the COUNTY within 1 year of commencement of work on the site.
- b. Species selection

The CONTRACTOR shall use the forest management strategies developed to determine the pine species that will be planted in specific areas. This information shall be recorded in the GIS system, and updated maps and shape files shall be provided to the COUNTY within 1 year of commencement of work on the site.

c. Scheduling

The CONTRACTOR shall develop a schedule for all forestry activities, including timber harvest and sales, pine straw harvest and sales, site prep, reforestation, prescribed burning, and any related activities. The schedule shall be provided to and approved by the COUNTY within 6 months of commencement of work on the site.

d. Harvest / Planting Unit Scheme - size and location

Based on the available data, the CONTRACTOR shall develop an updated harvest schedule within 6 months of commencement of work on the site. The updated harvest schedule shall also include a corresponding GIS base map depicting the timber blocks to be harvested by year.

e. Procurement of planting materials

The CONTRACTOR shall be required to order the pine seedlings in the spring/summer of 2018 for the 2018/2019 planting year. A similar schedule shall be followed for each year of the contract period and any term extensions. The pine seedlings shall be delivered and stored on-site in refrigerated trailers during the planting season to ensure the freshest bare root pine seedlings, and the seedlings should be of high quality, genetically improved planting stock for the geographic location of the Cross Bar / AL-Bar Ranch. Each year, the pine seedling order shall be submitted and approved by the COUNTY. Once approved, the COUNTY shall issue a letter of authorization via email.

f. Site preparation and planting

The CONTRACTOR shall develop a site preparation plan and a planting schedule, and deliver to the COUNTY within 6 months of the commencement of work on the site. The plan and schedule shall be submitted to the COUNTY for approval, and the COUNTY shall issue a letter of authorization via email.

g. Annual growing period care and maintenance

CONTRACTOR shall perform ongoing assessment of the care and maintenance requirements, with the findings to be presented in the monthly Project Status Reports submitted to the COUNTY.

h. Seedling survival survey

The CONTRACTOR will conduct through survey of seedling survival after the first growing season in the fall of each year to determine if there is sufficient seedling survival. If survival is not determined to be within industry standards for the species of pine tree, the CONTRACTOR shall determine if replanting is needed, and shall take the appropriate action (with concurrence from the County) to result in a properly stocked forest.

i. Forest health monitoring

The CONTRACTOR shall perform ongoing assessment/observations of the health of all the forested areas, including the replanted areas, and the findings shall be presented in the monthly Project Status Reports submitted to the COUNTY. An annual summary of forest health shall be prepared and submitted to the County.

j. Mapping

The CONTRACTOR shall create a GIS database and update the maps with the forestry data collected. The initial maps shall be provided to the COUNTY within 6 months of the commencement of work at the site. Updated maps and shape files shall be provided to the COUNTY annually, or as changes are made to the timber stands.

k. Fire Line Maintenance / Wildfire Suppression

The CONTRACTOR shall assess and maintain all fire lines on the property, and provide updates of these activities in the monthly Project Status Reports submitted to the COUNTY. The CONTRACTOR shall ensure that the fire breaks are disked three times per year and that they remain free and clear of fallen trees and debris. The CONTRACTOR shall patrol the property immediately after any lightning storms to ensure no wildfires have been started, and shall remain vigilant for several days after, as it is possible for fires to start from trees struck by lightning days after the fact. Two small water tankers on ATVs are owned by the COUNTY, and can be utilized by the CONTRACTOR to suppress small wild fires. The Pasco County Fire Department should be notified immediately upon discovery of any wild fire that is not readily containable.

l. Fire Management/Prescribed Burns

The CONTRACTOR shall develop and implement an approved Site Preparation Plan for burning the scrub jay habitat areas. The Plan must be approved by the COUNTY prior to implementation of any prescribed burns. **Attachment 8** provides a map depicting the scrub jay habitat burn units, and the CONTRACTOR will develop a new and updated GIS data set and map to be included in their Site Preparation Plan.

m. Timber and Pine Straw harvesting plan/sales

The CONTRACTOR shall implement the current contracts for the sales of timber and pine straw, and shall develop and implement plans for the future sales of timber, pine straw, and any other potential commodity such as palmetto berries that could become a component of future revenue streams at the site. All future plans shall require approval from the COUNTY prior to implementation.

4) Crop Maturity Program

The CONTRACTOR shall develop a Crop Maturity Program Report for all stands of pine timber that will be harvested in the future. The crop maturity program shall outline by acreage the species to be planted, the term of maturity, and the harvesting and reforestation schedules. Estimates of revenues and expenses should be included in the report. Additionally, the CONTRACTOR shall maintain market data for analysis prior to all timber sales, make recommendations as to the optimal timing of timber sales, and provide recommendations on the acceptability of future bids for any sales contracts. The program shall be developed and the report submitted to the COUNTY within 1 year of the CONTRACTOR's commencement of work at the site.

5) Environmental/Wildlife Monitoring and Habitat Restoration

The SWFWMD Water Use Permits (WUP) for the COUNTY's wetland augmentation sites requires assessments of wetland conditions. The following tasks shall be performed and an environmental monitoring report prepared for inclusion in the annual WUP assessment report:

- a. The CONTRACTOR shall perform Wetland Assessment Procedure (WAP) twice a year in April and September on 23 permitted sites on the Cross Bar and AL-Bar properties, as required by the Water Use Permit No. 20-004649.007
- b. The CONTRACTOR shall perform line intercept method using the Plant Hydro period Index on 4 permitted sites on the AL-Bar property twice a year in April and September, as required by the Water Use Permit No. 20-011558.003.
- c. The CONTRACTOR shall prepare an environmental monitoring annual report of findings with photos and WAP data report forms in accordance with the Cross Bar and Al Bar Ranch Water Use Permits. The report, which shall be submitted to the COUNTY annually by March 1st of each year of the contract, should include, but not be limited to, a comprehensive narrative, annual quantities of water used at each augmentation well, all staff gauge readings, and supporting data summary tables, trend graphs depicting seasonal changes, and a sufficient amount of applicable photographs.
- d. The Contractor shall conduct seasonal quantitative and qualitative wildlife surveys for selected species, including Scrub Jays, Southern Kestrel, Sandhill Cranes, and Borrowing Owls. The CONTRACTOR shall prepare a wildlife utilization report and submit that report to the COUNTY in the spring of 2019. The report should include, but not be limited to, location maps of species observed and their habitat onsite. Additionally, the wildlife utilization report shall provide recommendations for the next two years for wildlife management on the site. The future seasonal wildlife surveys in years 2020, 2021 and 2023 will be reduced in scope after the initial survey is performed, and the focus is anticipated to be on scrub jay surveys, with cursory observations for the other keystone species. Wildlife technical memorandums will be prepared for the years with the reduced scope of work, and a future wildlife utilization report will be submitted in 2022 of the contract period. The CONTRACTOR shall conduct all work related to the management of wildlife in accordance with FDACS Florida Forest Service Wildlife Best Management Practices. The manual and forms can be found on the following link. <https://www.freshfromflorida.com/Divisions-Offices/Florida-Forest-Service/Our-Forests/Best-Management-Practices-BMPs>

6) Revenue Opportunities

- a. The COUNTY is interested in developing additional revenue opportunities on the property. While broadly assessing the property during the Ecosystem Management Plan development, the CONTRACTOR will recommend land areas on the property that 'on the surface' look like they may be candidates for additional revenue generation, which may include, but not be limited to, the following:
 1. Mitigation/Conservation Banking
 2. Carbon Credits
 3. Gopher Tortoise Recipient Sites
 4. Scrub Jay Recipient Sites

5. Ecotourism opportunities
 6. Palmetto Berry Harvest and Sales
 7. Other
- b. The CONTRACTOR shall provide a summary of recommendations for each area evaluated as part of the Ecosystem Management Plan Report. The recommendations will include a map identifying the potential area, A general description of the biological studies that would be required to determine the viability of the project, approximate range of costs for such study, list of the permitting/regulatory requirements that would be required for the project and an approximate range of costs for permitting/regulatory requirements, high level "order of magnitude" estimate of potential revenues and expenses, Pros and Cons of implementing the opportunity and the approximate time required from start to income producing, given no issues that delay the process. This may be in table format for ease of comparing options. A requirement for a conservation easement for any of these options will require a policy decision by the Pinellas County Board of County Commissioners (BOCC). The CONTRACTOR shall provide explanations of the advantages and disadvantages of each potential revenue opportunity, and how and/or why it may devalue the land. Additionally, explain how the plan enhances the mixed-use land management strategy for the property, and balances public water supply, silviculture, agricultural operations, and wildlife/habitat restoration and maintenance.

7) Land Management Services/Contract Management/COUNTY Liaison

- a. The CONTRACTOR shall provide contract management services for all contacts associated with the property throughout the contract period, and any term extensions. Services shall include, development of scopes of services, review and approval of any associated documents, invoicing, and recordkeeping. The CONTRACTOR shall provide written monthly updates and a log of all activities performed on the property. Additionally, the CONTRACTOR shall plan, organize, assign and supervise the staff for all land management activities conducted on the property.
- b. The CONTRACTOR shall act as an onsite contact between the COUNTY, TBW, Pasco County, SWFWMD, other government agencies, and other contractors regarding activities on the Cross Bar and AL-Bar Ranches. This is a support role as the onsite presence, but should not be considered as acting on behalf of the COUNTY.

8) Security

The CONTRACTOR shall maintain continuous security by providing a 24 hours a day/7 days a week presence on the property. This shall include, but not be limited to, periodically patrolling the property to maintain security against trespassers, illegal dumping, hunting, poaching, vandalism, and other unauthorized use of the property. The CONTRACTOR shall enforce the security by summoning the appropriate law enforcement agency, as needed. This provision, however, in no way requires the CONTRACTOR to take any action which would endanger the CONTRACTOR or their staff. Hunting and fishing will be strictly controlled by the CONTRACTOR to maintain security and prohibit access to the property by unauthorized personnel. Hunting or fishing leases or clubs are strictly prohibited, and recreational hunting will also be strictly prohibited on the property.

9) Residence Use

There are currently three (3) residential houses available to the CONTRACTOR to utilize in order to maintain the required security presence on the property. A credit to the COUNTY will be deducted from the total compensation for the Basic Services for the use of any of these houses. The COUNTY reserves the right to conduct inspection of the interior spaces of these homes, and will provide notice of our intent to conduct an inspection at least 10 calendar days prior to the inspection date.

10) Pasture Use

Approximately 1500 acres will be made available to the CONTRACTOR for agricultural purposes. **Attachment 9** provides a map depicting the areas available for use. If the CONTRACTOR desires to use the pasture acreage, a credit to the COUNTY will be deducted from the total compensation for the Basic Services. The crop type, soil treatments, fertilizers and insecticides, if any, must be compatible with the wellfield and forestry/habitat restoration operations, and must be pre-approved by the COUNTY and TBW. Agricultural operations shall be consistent with TBW's wellfield and water withdrawal restricted covenant protection plan and Pasco County's Groundwater Protection Ordinance. These two documents are provided as **Attachments 12 and 13**, respectively. Coordination meetings with the COUNTY and the CONTRACTOR's Ecosystem Management Firm will be held prior to any farming activities that may potentially affect the wildlife habitats. Should the CONTRACTOR decline to use the pasture acreage, then mowing of the pasture will be required twice per year to maintain the grassland habitat for the burrowing owls, kestrels, gopher tortoises and other species which utilize this type of habitat.

11) Fire Line Maintenance/Wildfire Suppression

The CONTRACTOR shall disc and maintain approximately 427 acres of fire breaks at least three (3) times per year, fight fires with the assistance of outside agencies, and conduct routine patrols after lightning storms, as necessary to prevent wild fires on the property. The COUNTY will provide two (2) Kubota ATVs equipped with 100 gallon water tankers to help suppress small fires. The vehicles and the water tankers should be kept clean and maintained in good working order, at the expense of the CONTRACTOR.

12) Fences and Gates

- a. The CONTRACTOR shall maintain, repair and replace perimeter fences and gates as necessary at the CONTRACTOR'S expense. The perimeter fence line totals approximately 24 miles. Internal fence and gate maintenance will be dependent on the approved agricultural operations.
- b. The internal fences and gates are the sole responsibility of the CONTRACTOR, and not the COUNTY.
- c. The automatic gates at Locket Avenue and Bowman Road will be maintained by the COUNTY. The CONTRACTOR shall notify the COUNTY of any operational issues or need for repair and will procure, oversee and approve the work performed. Invoices for any services related to these gates will be submitted directly to the COUNTY, and payment will be made directly to the service provider.

13) Roads/Grassed Areas

- a. The CONTRACTOR shall maintain, keep clear and mow the edges of the internal dirt roads and the open grassed areas, as necessary. The mowing includes approximately 302 acres of grassed areas along the internal roads at least four (4) times per year. The internal roads total approximately 25.8 miles and a map depicting these roadways and the open grassed areas is provided as **Attachment 10**. TBW maintains their own roads. However, as depicted on the attachment, there are grassed areas outside of TBW's area of responsibility that shall be maintained by the CONTRACTOR.
- b. The CONTRACTOR shall trim trees and remove fallen logs to maintain road access and site safety. Before and after digital photographs documenting this work shall be taken and submitted to the COUNTY in the monthly Project Status Reports. All tree trimming on the property should be conducted in accordance with the University of Florida IFAS Center guidelines on tree pruning, which can be found at the following link: <http://hort.ifas.ufl.edu/woody/pruning.shtml>
- c. The CONTRACTOR shall grade Locket Avenue from U.S. Hwy 41 to the entrance gate on Locket Avenue on a quarterly schedule (or as needed). The CONTRACTOR shall also grade the Locket Avenue gravel road from the entrance gate to the Visitors Center on a monthly schedule. Before and after digital photographs shall be submitted to the COUNTY in the monthly Project Status Reports. All road grading shall be conducted in accordance with the United States Department of Transportation Federal Highway Administration 2015 Guidance on Gravel Roads Construction and Maintenance which can be found at the following link: <https://www.fhwa.dot.gov/construction/pubs/ots15002.pdf>

14) Wild Hog Control

- a. The CONTRACTOR shall establish and maintain an effective wild hog control program.
- b. The CONTRACTOR shall remove wild hogs as necessary to protect the property in accordance with the State of Florida Fish and Wildlife Commission's regulations which can be found at the following link: <http://myfwc.com/hunting/by-species/wild-hog/>
- c. The CONTRACTOR shall report the total number of hogs eradicated on a monthly basis, and provide digital photographs in the monthly Project Status Reports
- d. Recreational hunting is not allowed on the property and shall be prohibited with no exceptions. No discharge of firearms will be allowed when any tours are being conducted.
- e. Firearms will not be worn in areas where children or members of any outside agencies are present. Firearms kept on the property shall be properly locked and stored out of sight when not in use.

15) Wildlife/Habitat Restoration

- a. The CONTRACTOR shall provide exotic weed control by spraying with a glyphosate based herbicide annually, which covers approximately five percent (5%) of the land area. Any request to utilize an alternative product for control of exotic vegetation shall require approval from the COUNTY and TBW.

- b. The CONTRACTOR shall provide cattail control for the augmented sites with an aquatic glyphosate based herbicide.
- c. The CONTRACTOR shall maintain written records using the Florida Department of Agriculture and Consumer Services (FDACS) pesticide record keeping form which includes the herbicide type, application dates, locations and rates. The CONTRACTOR shall submit the FDACS form to the COUNTY within 30 days after completing treatment.
- d. The CONTRACTOR shall be responsible for mowing of the environmental habitats and open foraging areas around the augmented sites two (2) times per year. The environmental mowing consists of approximately 363 acres. The open foraging areas around the augmented sites are shown on **Attachment 3**, and the environmental mowing areas are shown on **Attachment 11**.
- e. The CONTRACTOR shall perform prescribed burns of the scrub jay habitat consisting of approximately 350 acres per year, as depicted on **Attachment 8**. Multiple smaller micro burns should be scheduled, and these will total approximately 350 acres. Prescribed burns will only occur during the months of July through September, unless otherwise approved by the COUNTY. The CONTRACTOR shall have one coordination meeting regarding these activities with the COUNTY prior to conducting any prescribed burn activities. The CONTRACTOR is responsible for obtaining all applicable state and local permits for these activities.

16) Environmental Monitoring

- a. The CONTRACTOR shall read and record well and wetland augmentation flow meters (monthly), staff gauges, and monitor wells (twice monthly) for the COUNTY's augmentation sites and convey those readings electronically via email to the COUNTY before the 4th of each month for the previous month's data in order to maintain compliance with the specific conditions of the Water Use Permit. The COUNTY will maintain the flow meters, staff gages, and monitor wells as well as perform accuracy checks for the flow meters. The CONTRACTOR shall notify the COUNTY in writing of any deficiencies or needs to repair or replace any of the components of the Environmental Monitoring Program.
- b. The CONTRACTOR shall adjust the augmentation well discharge rates to follow established seasonal WUP water levels for the COUNTY's augmented sites.
- c. The CONTRACTOR shall adjust augmentation discharge rates to follow established seasonal WUP water levels for ponds and lakes on the Cross Bar Ranch which are augmented by TBW's potable supply wells. Coordination with TBW will be necessary, at times. Flow meter and staff gauge readings for the TBW sites are the responsibility of TBW.
- d. The CONTRACTOR shall record staff gauge readings (weekly) for the COUNTY's ditch block structures, and submit the weekly readings electronically via e-mail to the COUNTY on a monthly basis. The ditch block locations are shown on **Attachment 4**.
- e. When instructed, The CONTRACTOR shall install and remove stop boards for the COUNTY's ditch blocks. Additionally, The CONTRACTOR shall accurately record the date and time of the board installations and removals, and submit the data electronically via e-mail to the COUNTY on a monthly schedule.

17) Buildings, Infrastructure and Grounds Maintenance

- a. The CONTRACTOR shall provide all janitorial supplies, and shall be responsible for the cleaning and grounds maintenance services for the Visitor's Center, the gazebo area, and the two (2) barns on the property. The Visitor's Center must be kept very clean and well maintained at all times.
- b. The CONTRACTOR shall provide ground maintenance for the areas around all identified augmentation wells and the Visitor's Center (Education Center) public supply well. These locations are shown on **Attachment 3**.
- c. The CONTRACTOR shall monitor and record chlorine residual for the public supply well twice weekly. The COUNTY will provide a chlorine test kit for the CONTRACTOR to utilize.
- d. The CONTRACTOR shall monitor, supply and fill the chlorine tanks at the public supply well and the Visitors Center booster pump, as necessary. Approximately 14 gallons of chlorine is needed per month. The Water Treatment System at the public supply well is maintained by an outside vendor under contract to the COUNTY.

18) North and South Barns and Diesel Tank

- a. The North Barn will be made available for the CONTRACTOR to utilize for storing equipment and operating supplies, and will available for use 30 days after the Notice to Proceed is granted.
- b. The South Barn is primarily used for storing the two safari buses. This barn will have limited storage space available for the CONTRACTOR to utilize.
- c. A 450 gallon above ground diesel storage tank (AST) will be made available to the CONTRACTOR to use for its operations. The CONTRACTOR shall be responsible for installing and maintaining any pumps, fittings, etc., needed for accessing and utilizing the AST. The CONTRACTOR shall be liable for any spills or discharges, and subsequent assessments and cleanups, should they occur.

19) Pine Replanting Services

- a. The replanting of the harvested pine stands will be ongoing throughout this contract period. The CONTRACTOR shall be assigned the responsibility to prepare the harvested area and plant the new pine seedlings. Establishment and maintenance of the new pine stand will include the need for spot raking and pile burns, pre and post herbicide applications, and mowing and possible fertilizer applications. The CONTRACTOR shall provide all equipment, supplies, tools, services and incidentals to complete this work.
- b. The CONTRACTOR must possess a Florida Division of Forestry Certified Pile Burner License and a Florida Department of Agriculture Certified Pesticide Applicator License to perform these tasks, and the certified individual must directly oversee these activities. The CONTRACTOR is responsible for obtaining the applicable state and local permits for these activities.

- c. Pine Seedlings are to be planted during the cooler winter months when the moisture conditions are optimum. The seedlings shall be delivered and stored on site in refrigerated trailers during the planting process to ensure the freshest bare root pine or containerized seedlings. The seedlings shall be of high quality, genetically improved planting stock. Once the pines are planted and established, the pine row middles shall be mowed to keep unwanted trees and brush from growing in the row middles, which ensures a cleaner pine straw product once the harvesting of the pine needles begins.
- d. The type and quantity of pine seedlings will be coordinated with and approved by the COUNTY prior to being purchased by the CONTRACTOR. The CONTRACTOR will be reimbursed for the cost, plus an administrative fee. Reimbursement for a cost or expense shall be supported by the actual paid invoice.
- e. The cost for herbicide and fertilizer is volatile so this cost will be a direct cost for these products. The CONTRACTOR shall be reimbursed for the cost, plus an administrative fee. Reimbursement for a cost or expense shall be supported by the actual paid invoice.
- f. The Pine replanting services will be determined by the CONTRACTOR, and approved by the COUNTY. Once the proposed replanting services are approved and a formal request is submitted to the COUNTY, an authorization letter will be provided in written form and submitted to the CONTRACTOR via e-mail.

20) Tours, Meetings, Audits and Inspections

The CONTRACTOR will be required to participate in tours for public officials and others, have regulatory site meetings, and participate with public awareness initiatives. These tours and meetings will be conducted at the request of the COUNTY. All requests will be submitted to the CONTRACTOR in written form. For purposes of this Contract, anticipate two public official tours and one regulatory site meeting per year. The participation in these tours and meetings will be at no extra cost to the COUNTY.

Additionally, the COUNTY's Risk Management Department will perform a safety audit no less than one time each year, and the CONTRACTOR shall be required to participate and provide supporting services in order to comply with the provisions of this contract. The CONTRACTOR shall be notified in advance of the audit. These audits will include inspections of all structures and installations on the property, including the exterior and interior spaces of the three houses on the site. Also the COUNTY's insurance carrier has the right to separately ask for an inspection. The participation in these audits and inspections will be at no extra cost to the COUNTY.

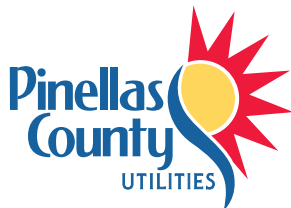
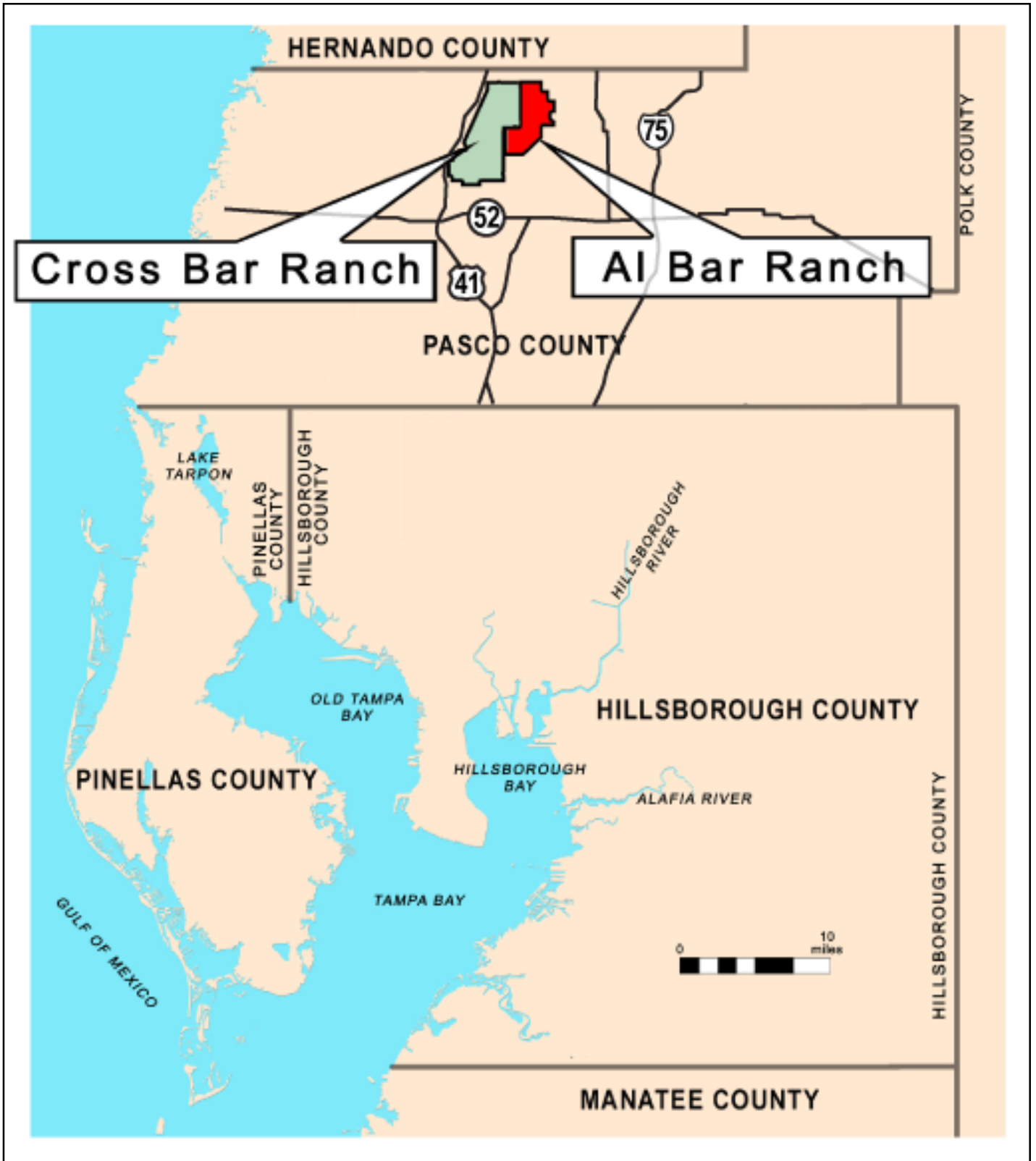
21) Additional Services

The CONTRACTOR may be required to provide additional services at the discretion of the COUNTY. The COUNTY may request the CONTRACTOR to perform additional services not mentioned above, which are required to maintain good stewardship of the publicly-owned lands held for multi-use purposes. These additional services will be determined by, and requested from, the Director of Utilities or their designee. All requests for Additional Services will be submitted to the CONTRACTOR in written form.

Scope and compensation for these Additional Services will be negotiated and may be based on the CONTRACTOR's hourly fee schedule or on a lump sum fee basis, depending on the type of service requested.

ATTACHMENT 1

Cross Bar-AL Bar Location Map

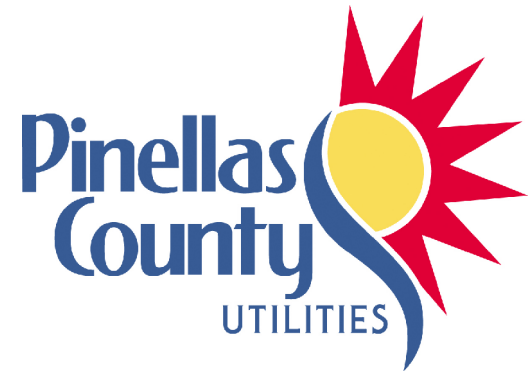


ATTACHMENT 1

Cross Bar-AL Bar Location Map

ATTACHMENT 2

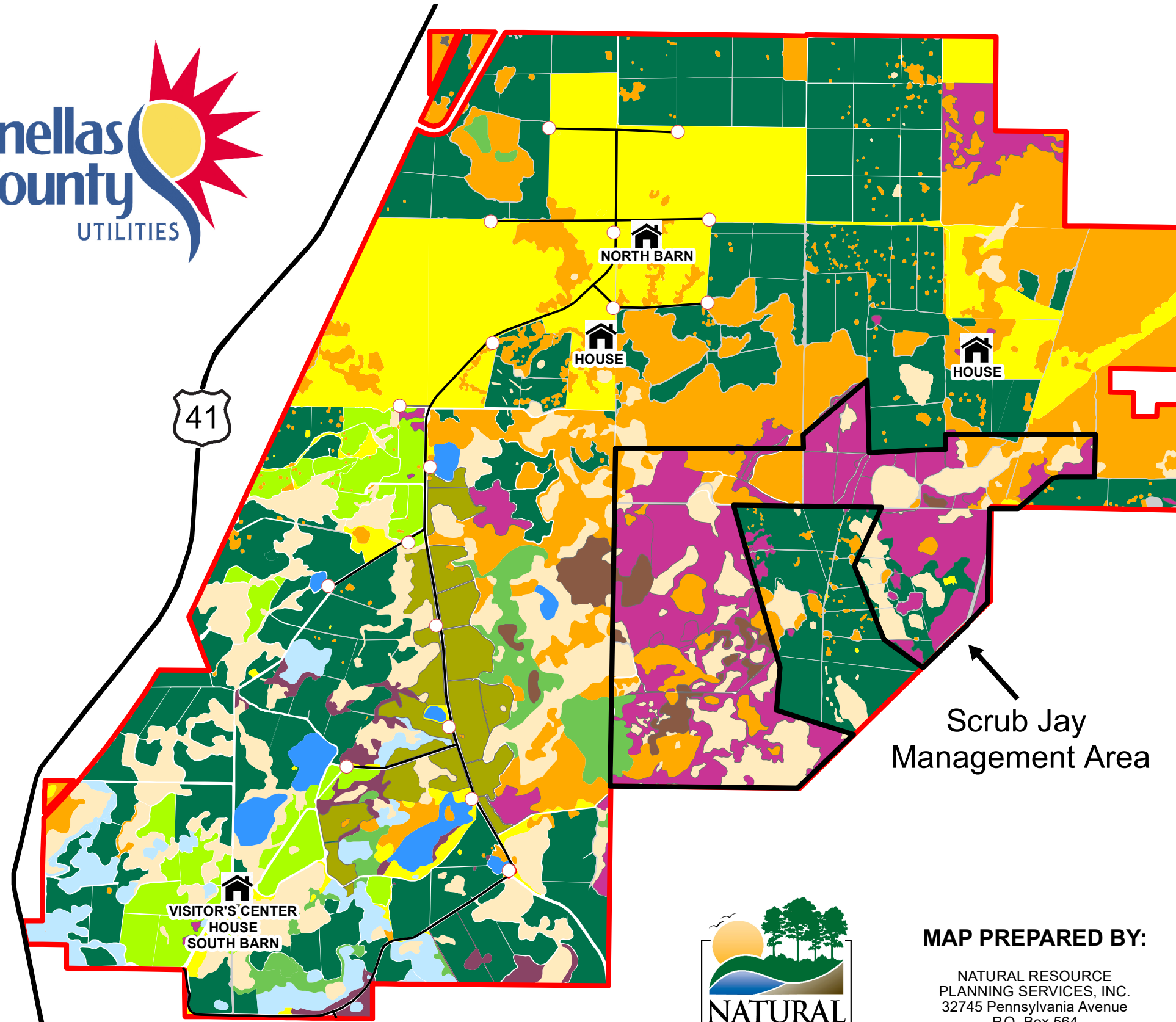
**Cross Bar / AL-Bar Ranch
Land Use Cover Map**



Pinellas County Utilities Cross Bar - Albar Ranch Land Use Cover Map

MAP LEGEND

- Cross Bar Albar Ranch Boundary (12378 acres)
 - Scrub Jay Management Area (1689 acres)
 - Tampa Bay Water Production Wells
 - Tampa Bay Water Roads
- Land Cover**
- Cutover (373.5 acres)
 - Cypress (276.7 acres)
 - Facility (10.0 acres)
 - Fireline (427.3 acres)
 - Hardwood-Scrub (135.0 acres)
 - Hardwoods (2237.2 acres)
 - Longleaf Pine Planting (435.7 acres)
 - Marsh (1523.3 acres)
 - Natural Pine (259.1 acres)
 - Native Range (1003.2 acres)
 - Open Water (141.9 acres)
 - Pasture (1691.8 acres)
 - Roads (95.7 acres)
 - Slash Pine Planting (3652.7 acres)
 - Myrtle Scrub (114.9 acres)



Scrub Jay
Management Area



0 2,000 4,000 8,000 Feet



MAP PREPARED BY:

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San Antonio, FL 33576
(352) 588-2580

NOTICE:

This map is not a survey. Therefore, any derived acreage numbers on this map or accompanying report are approximate and should only be used for planning and management.

This map is not suitable for engineering design or construction. Further, the use of any associated acreage numbers for sales or negotiations is entirely at the risk of the buyer and seller.

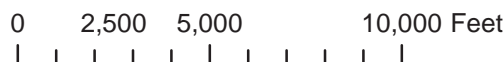
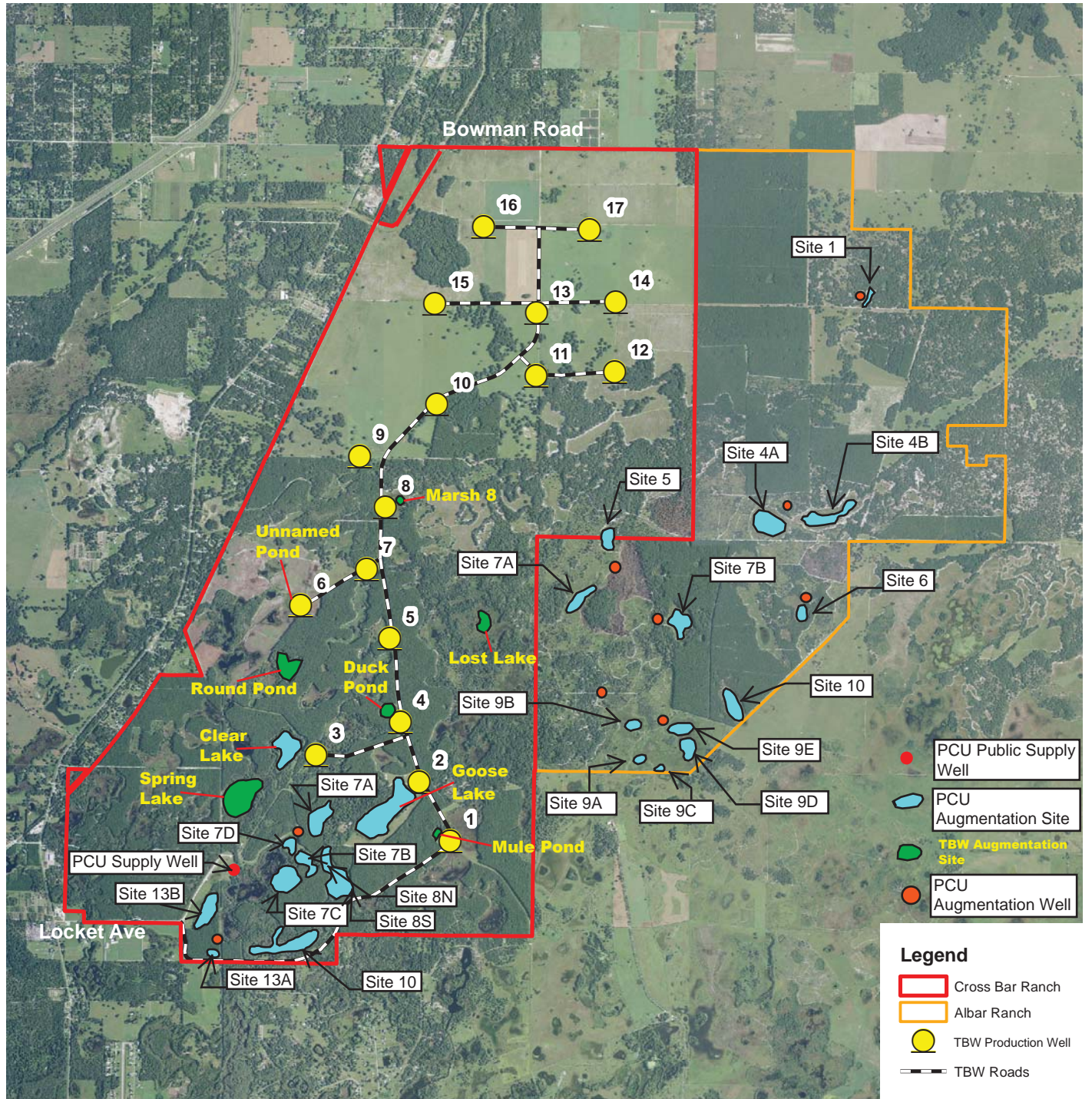
Projection: NAD 1983 UTM Zone 17N
Map Scale: 1 in. = 4000 ft

Map Updated on: 01/17/2017
Map Updated by: J.T. Vogel

ATTACHMENT 3

Cross Bar / AL-Bar Ranch

Augmentation Sites and Public Supply Well Map



ATTACHMENT 3



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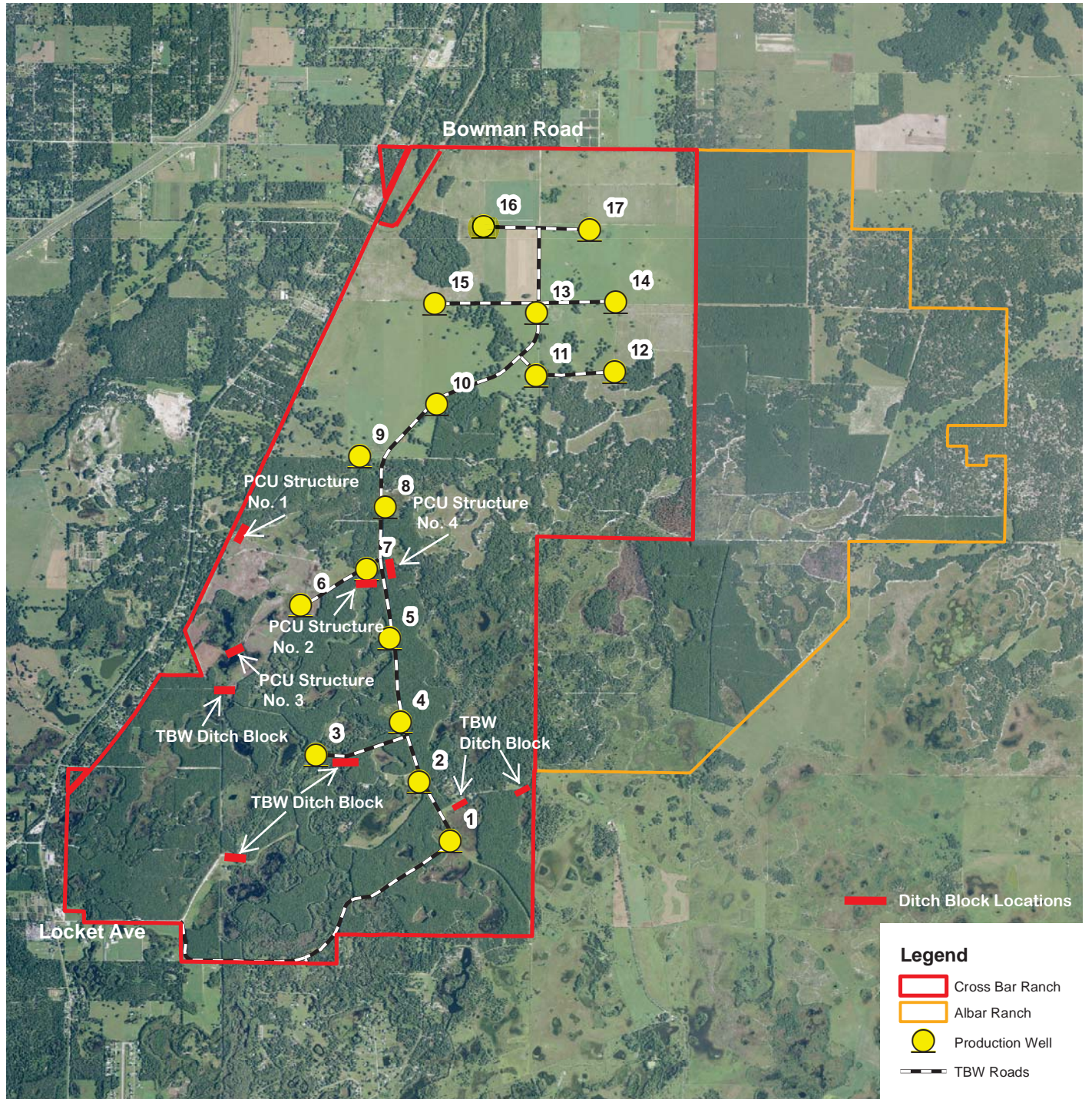
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 2013 Ortho Imagery Aerial Map Edited on: 04/03/16
 Map Scale: 1"= 5,000 ft Map Created by: E. Givens
 Map Modified by: PCU 12/7/16

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ATTACHMENT 4

Cross Bar / AL-Bar Ranch

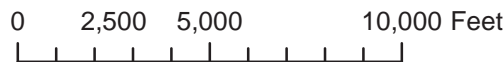
Ditch Block Locations Map



Ditch Block Locations

Legend

- Cross Bar Ranch
- Albar Ranch
- Production Well
- TBW Roads



ATTACHMENT 4



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Projection: NAD 1983 UTM Zone 17 North
 2013 Ortho Imagery Aerial Map Edited on: 04/03/16
 Map Scale: 1"= 5,000 ft Map Created by: E. Givens
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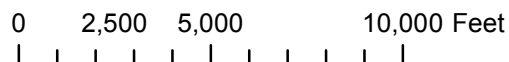
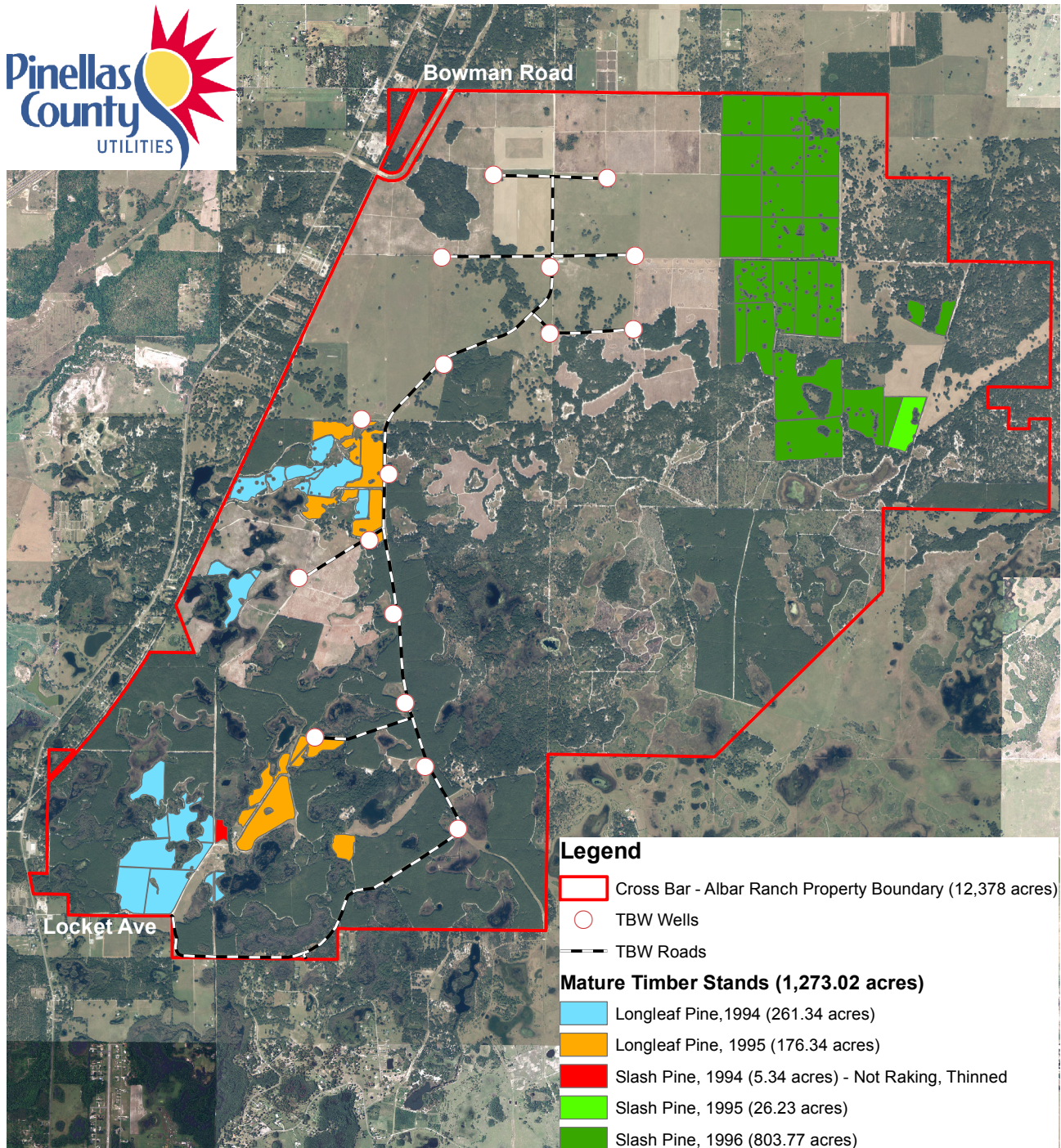
ATTACHMENT 5

Cross Bar / AL-Bar Ranch

Pine Straw Areas Map

Pinellas County Utilities
Cross Bar - Albar Ranch
 Pine Straw Areas Map

Pasco County, Florida



ATTACHMENT 5

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Projection: NAD 1983 UTM Zone 17 North
 2014 High Resolution Imagery
 Map Scale: 1"= 5,000 ft
 Map Updated on: 01/13/17
 Map Updated by: E. Givens



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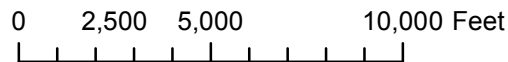
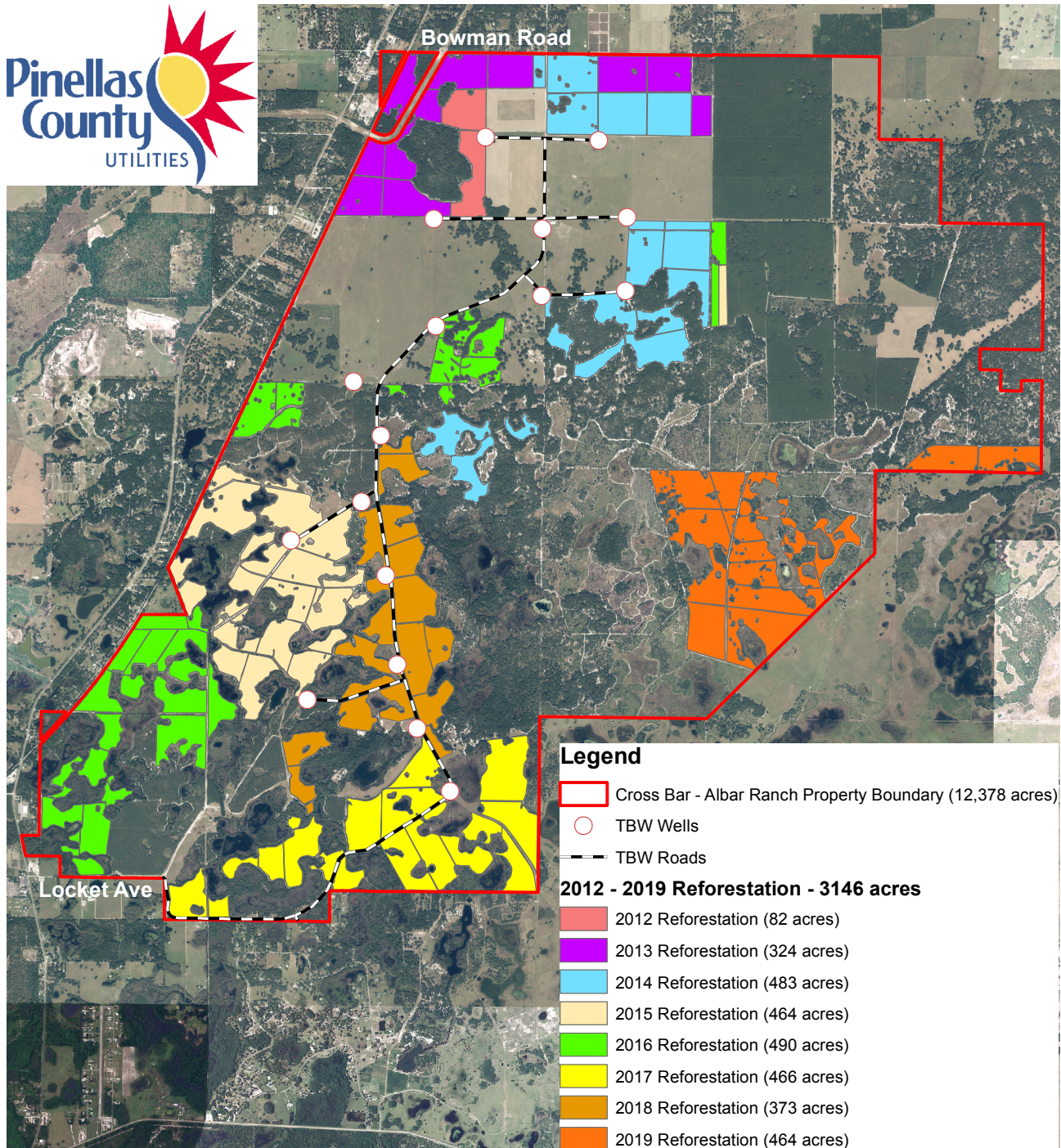
ATTACHMENT 6

Cross Bar / AL-Bar Ranch

2012-2019 Reforestation Map

Pinellas County Utilities
Cross Bar - Albar Ranch
 2012-2019 Reforestation Map

Pasco County, Florida



ATTACHMENT 6



NOTICE:

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Projection: NAD 1983 UTM Zone 17 North
 2014 High Resolution Imagery
 Map Scale: 1"= 5,000 ft
 Map Updated on: 01/13/17
 Map Updated by: E. Givens

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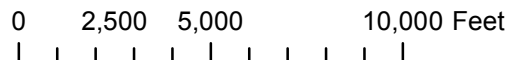
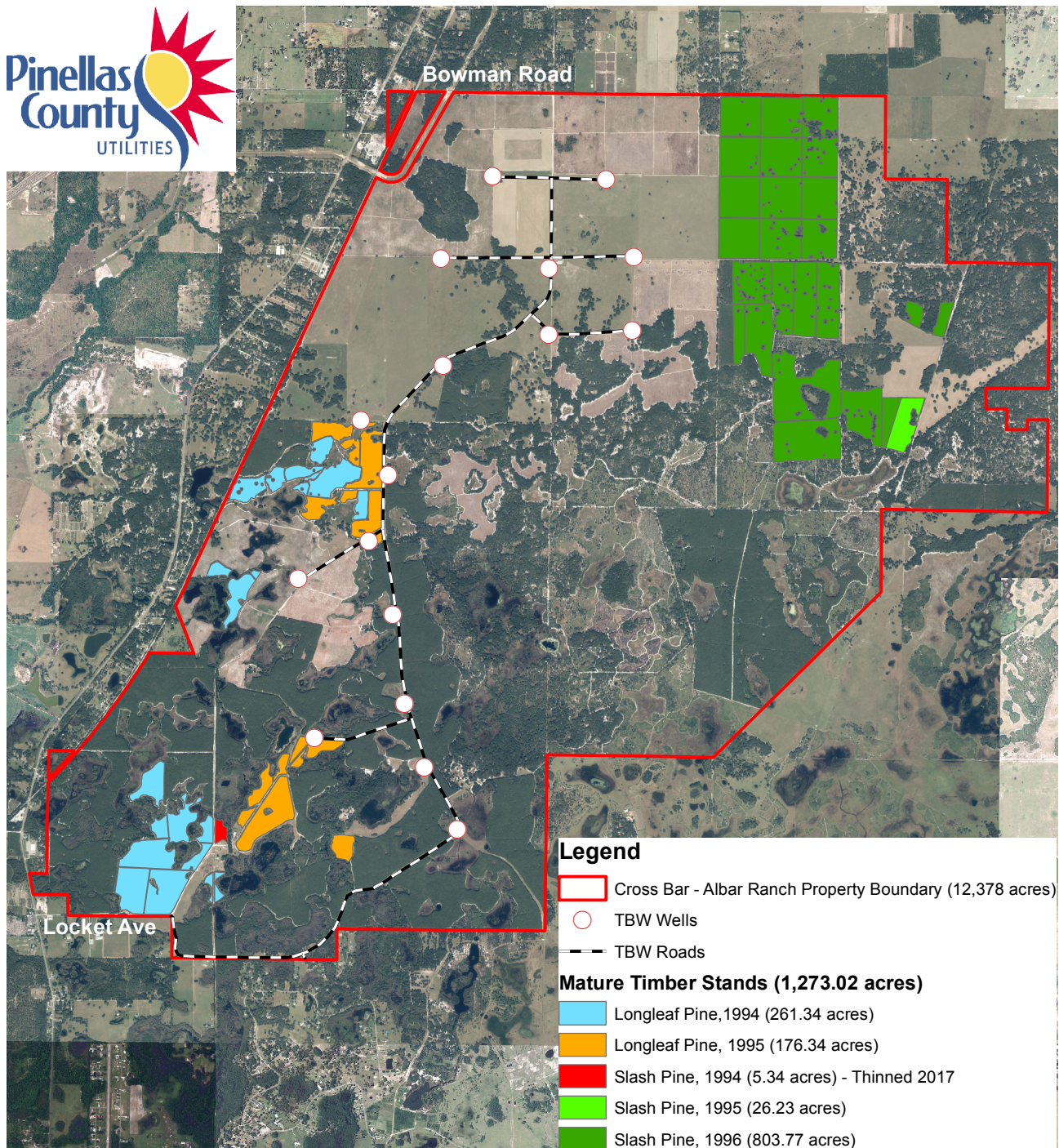
ATTACHMENT 7

Cross Bar / AL-Bar Ranch

Future Timber Harvest Map

Pinellas County Utilities
Cross Bar - Albar Ranch
Future Timber Harvest Map

Pasco County, Florida



ATTACHMENT 7



NOTICE:

This map is not a survey. Therefore, any derived acreage numbers on this map or accompanying report are approximate and should only be used for planning and management.

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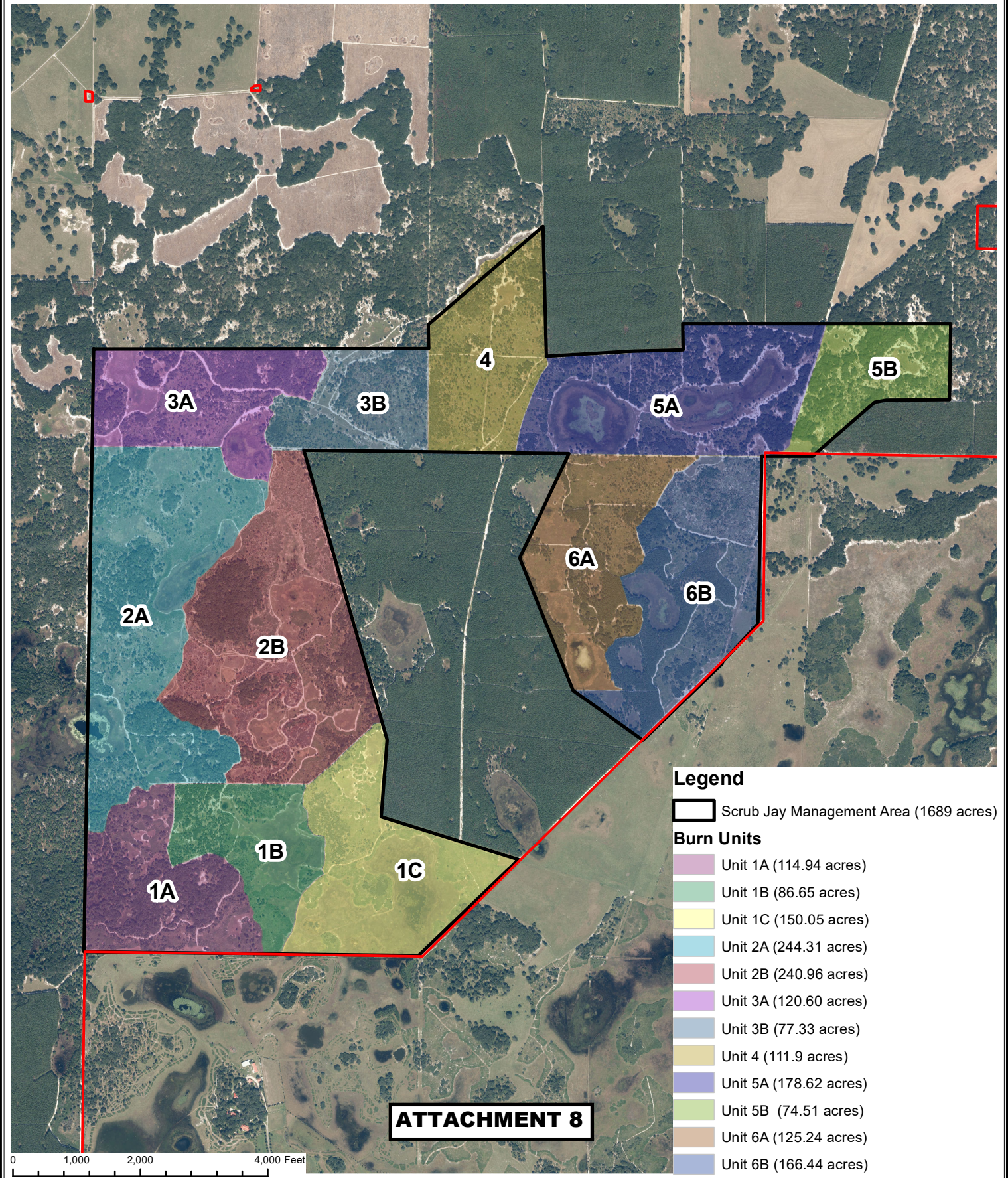
Projection: NAD 1983 UTM Zone 17 North
 2014 High Resolution Imagery
 Map Scale: 1"= 5,000 ft
 Map Updated on: 01/19/17
 Map Updated by: E. Givens

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 San Antonio, FL 33576
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ATTACHMENT 8

Cross Bar / AL-Bar Ranch

Scrub Jay Burn Unit Map



- Legend**
- Scrub Jay Management Area (1689 acres)
 - Burn Units**
 - Unit 1A (114.94 acres)
 - Unit 1B (86.65 acres)
 - Unit 1C (150.05 acres)
 - Unit 2A (244.31 acres)
 - Unit 2B (240.96 acres)
 - Unit 3A (120.60 acres)
 - Unit 3B (77.33 acres)
 - Unit 4 (111.9 acres)
 - Unit 5A (178.62 acres)
 - Unit 5B (74.51 acres)
 - Unit 6A (125.24 acres)
 - Unit 6B (166.44 acres)

ATTACHMENT 8

Pinellas County Utilities
Cross Bar - Albar Ranch
 Scrub Jay Burn Unit Map

Sections 12-14, 22-27, 24-36; T 24 S; R 18 E
 Sections 1-3; T 25 S; R 18 E
 Sections 7-9, 16-21, 29, 30; T 24S; R 19 E
 Pasco County, Florida

Projection: NAD 1983 UTM Zone 17 North 2014 High Resolution Imagery
 Map Updated on: 12/14/2016 Map Scale: 1 in. = 2000 ft
 Map Updated by: J.T. Vogel

NOTICE:
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ATTACHMENT 9

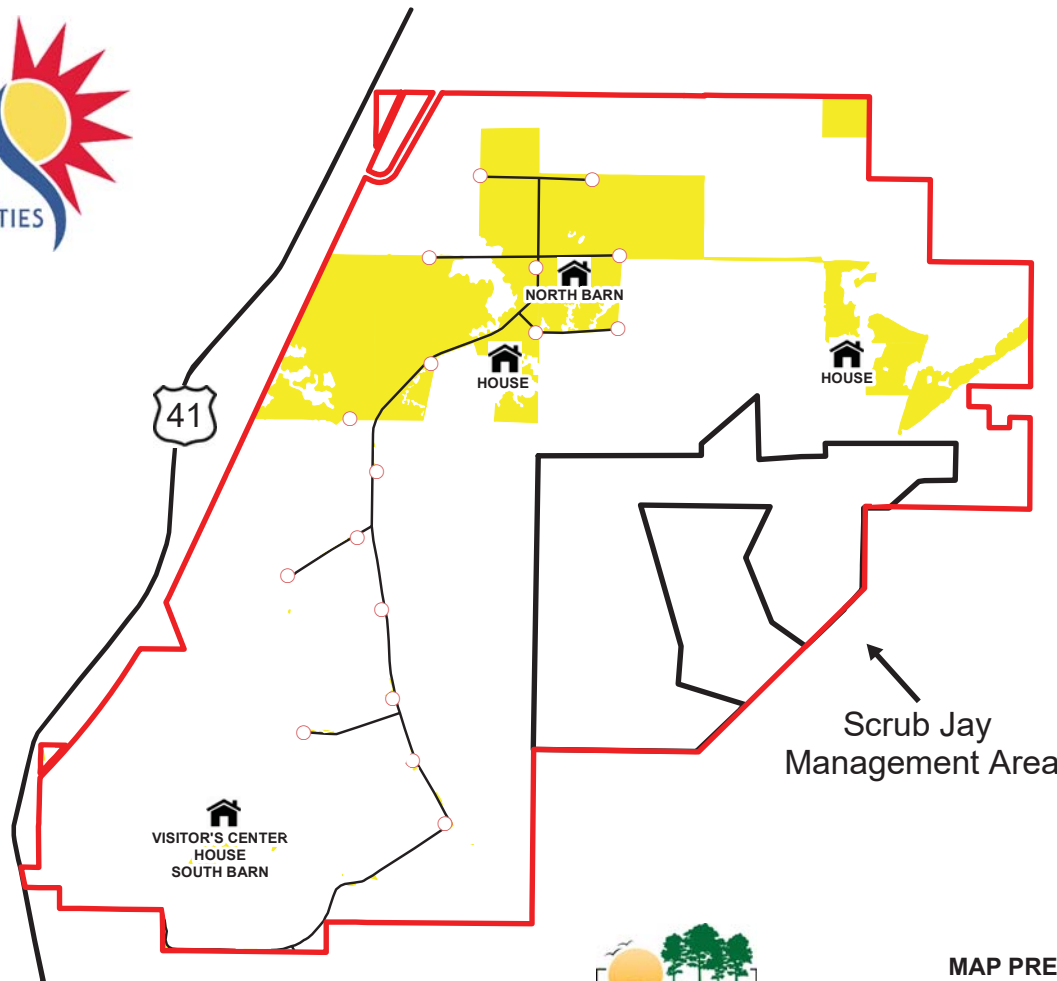
Cross Bar / AL-Bar Ranch

Available Pasture Use Map



**Pinellas County Utilities
Cross Bar - Albar Ranch
PASTURE USE
MAP LEGEND**

-  Cross Bar Albar Ranch Boundary (12378 acres)
-  Scrub Jay Management Area (1689 acres)
-  Tampa Bay Water Production Wells
-  Tampa Bay Water Roads
-  Pasture available for agriculture operations (approx. 1500 acres)



0 2,000 4,000 8,000 Feet



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Map Modified by PCU 04/3/2017

Map Updated on: 03/24/2017

Map Updated by: J.T. Vogel

Projection: NAD 1983 UTM Zone 17N
Map Scale: 1 in. = 4000 ft






ATTACHMENT 10

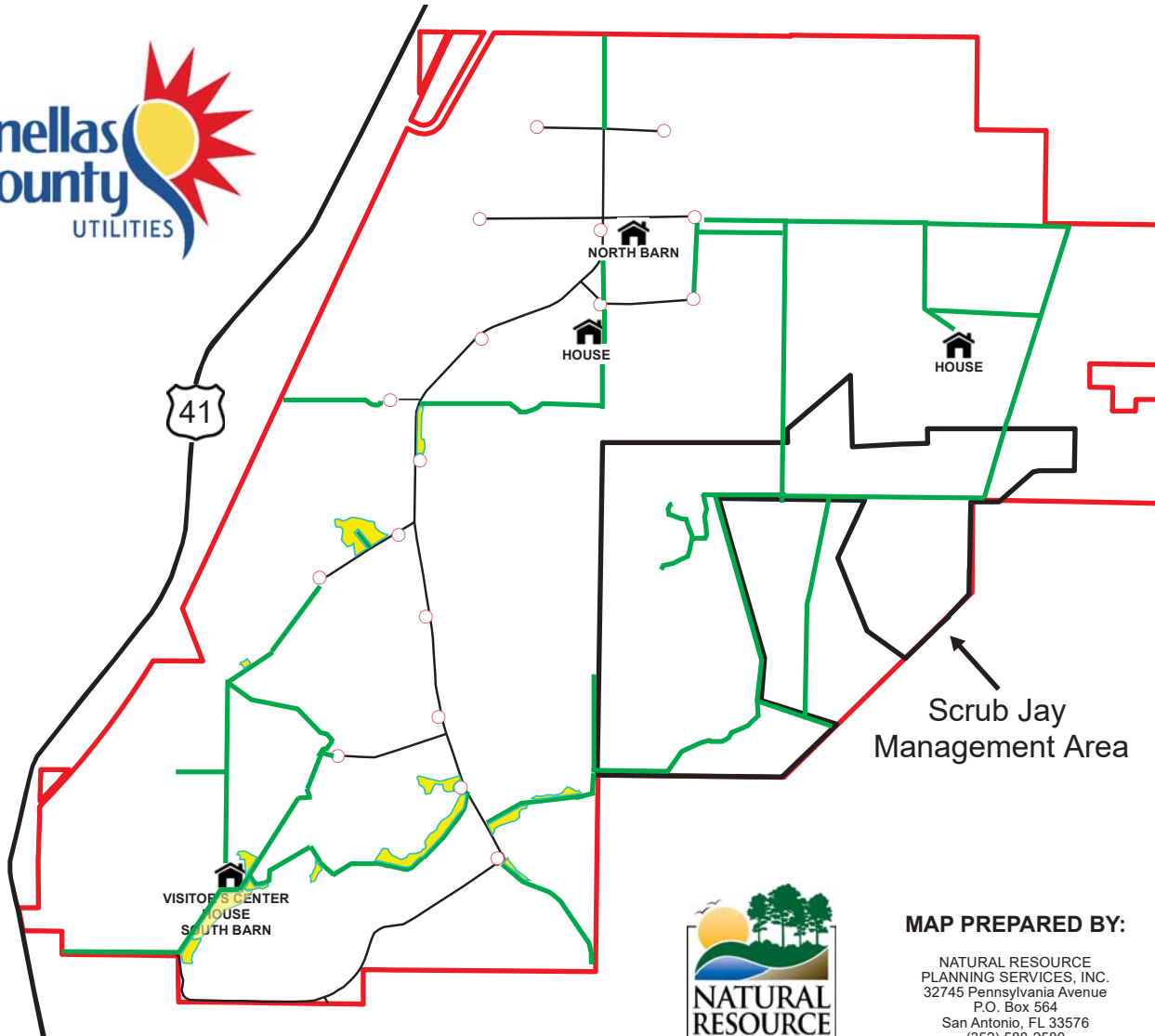
Cross Bar / AL-Bar Ranch

Internal Roads and Grassed Areas Map



**Pinellas County Utilities
Cross Bar - Albar Ranch
Internal Roads Map
MAP LEGEND**

-  Cross Bar Albar Ranch Boundary (12378 acres)
-  Scrub Jay Management Area (1689 acres)
-  Tampa Bay Water Production Wells
-  Internal Roads (Approx. 25.8 miles)
-  Open Grassed Areas



Scrub Jay Management Area



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NOTICE:

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This map is not suitable for engineering design or construction. Further, the use of any associated acreage numbers for sales or negotiations is entirely at the risk of the buyer and seller.

Projection: NAD 1983 UTM Zone 17N
Map Scale: 1 in. = 4000 ft

Map Modified by PCU 04/03/2017
Map Updated on: 01/17/2017
Map Updated by: J.T. Vogel


ATTACHMENT 11

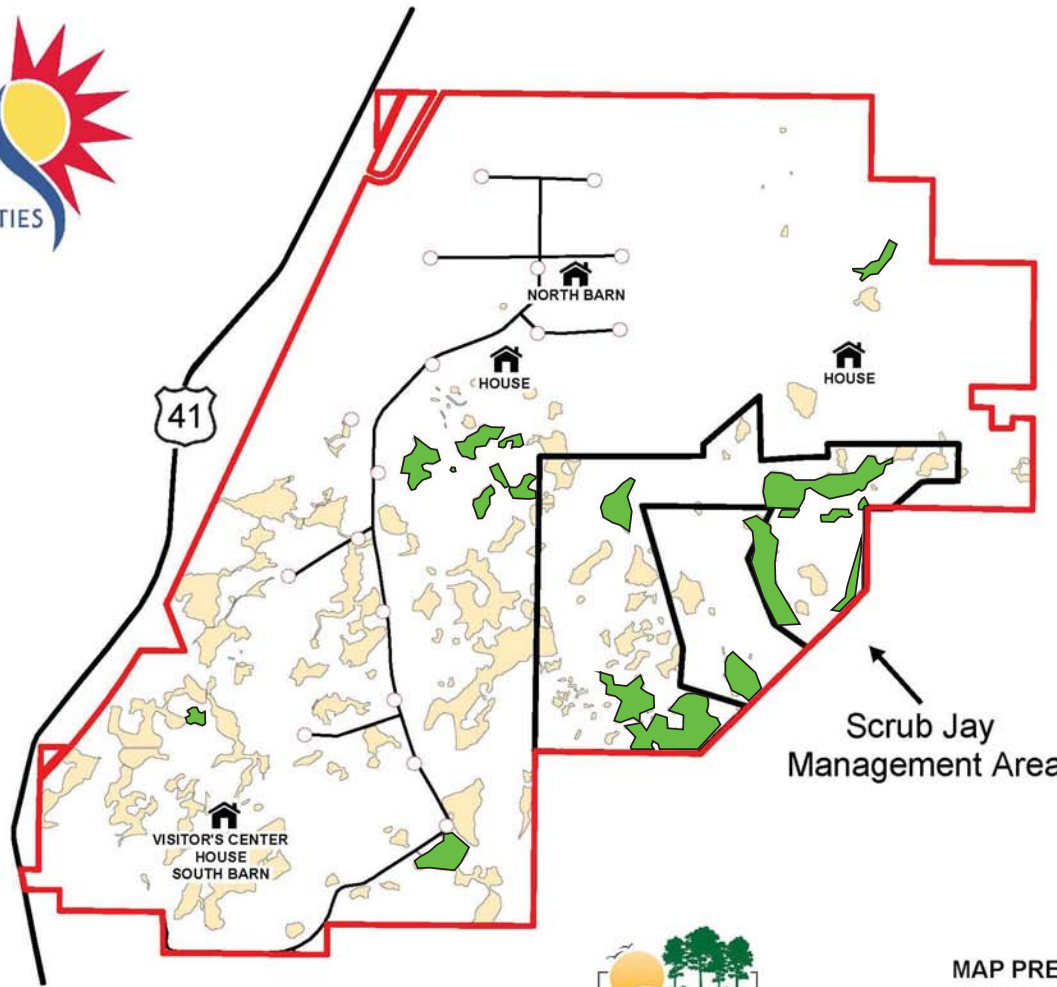
Cross Bar / AL-Bar Ranch

Environmental Mowing Areas



**Pinellas County Utilities
Cross Bar - Albar Ranch
Environmental Mowing Map
MAP LEGEND**

-  Cross Bar Albar Ranch Boundary (12378 acres)
-  Scrub Jay Management Area (1689 acres)
-  Tampa Bay Water Production Wells
-  Tampa Bay Water Roads
-  Marsh (1523.3 acres)
-  Environmental Mowing Areas (Approx. 363 Acres)



Scrub Jay Management Area



0 2,000 4,000 8,000 Feet



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NOTICE:

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Projection: NAD 1983 UTM Zone 17N
Map Scale: 1 in. = 4000 ft

Map Modified by PCU 04/03/2017
Map Updated on: 03/24/2017
Map Updated by: J.T. Vogel

ATTACHMENT 12

Cross Bar / AL-Bar Ranch

TBW's Wellfield Restricted Covenant Protection Plan

EXHIBIT B
TO
WELLFIELD AND WATER WITHDRAWAL
RESTRICTIVE COVENANT
WELLFIELD PROTECTION ORDINANCE

It shall be the policy of the County to review all developments for the purpose of limiting the discharge of toxic substances or other harmful pollutants into the groundwater aquifer and to specifically review and limit potentially harmful discharges upon or adjacent to designated wellfields as identified in the County's Comprehensive Plan and within 200 feet of other major potable water supply wells.

612.2 Minimum Criteria for Groundwater

A. All groundwater shall at all places and at all times be free from domestic, industrial, agricultural, or other man-induced nonthermal components of discharges in concentrations which alone or in combination with other substances, or components of discharges (whether thermal or nonthermal):

1. Are harmful to plants, animals, or organisms that are native to the soil and responsible for treatment or stabilization of the discharge relied upon by permits issued by the Florida Department of Environmental Regulation.
2. Are carcinogenic, mutagenic, teratogenic, or toxic to human beings, unless specific criteria have been established by appropriate rule of the Florida Department of Environmental Regulation.
3. Are acutely toxic to indigenous species of significance to the aquatic community within surface waters affected by the groundwater at the point of contact with surface waters.

4. Pose a serious danger to the public health, safety, or welfare.
5. Create or constitute a nuisance.
6. Impair the reasonable and beneficial use of adjacent waters.

B. Said minimum criteria shall not apply to the groundwater classified as Class G-IV by the Florida Department of Environmental Regulation unless said department determines that there is a danger to the public health, safety, or welfare.

612.3 Wellhead Protection

27 of 32

Within 200 feet of any major potable water supply well producing in excess of 100,000 gallons of potable water per day there shall be no:

A. Physical nonresidential construction activities other than clearing, grubbing, earthwork, or construction activities associated with water production uses of the well facility.

B. No installation of potential sources of pollution which require the issuance of a permit from the Florida Department of Environmental Regulation; other than residential collection system for central wastewater systems.

C. No surface or groundwater discharge other than sheet flow stormwater drainage associated with residential development..

612.4 Wellfield Protection

A. The following land use activities within the wellfields identified within the Pasco County Comprehensive Plan are prohibited:

1. The use, handling, production, or storage of toxic substances or hazardous materials except those substances or materials necessary for the operations of the wellfields.

2. Wastewater effluent disposal except that of reuse or reclaimed water through land application as approved by the Florida Department of Environmental Regulation and the operator of the wellfield when the chloride content is no greater than 500 mg/l.

3. Liquid waste disposal.

4. Solid waste disposal.

5. Excavating or mining within a 500-foot radius of any existing wellhead located within the wellfield.

B. For land development uses or activities located adjacent to wellfields proposing discharge to surface or groundwater or the handling of toxic or hazardous materials, the County may require, where necessary, the following:

1. Groundwater monitoring wells as in the manner approved by the County, installed at the property owner's expense, prior to issuance of a Certificate of Occupancy. The County shall have the right to inspect and sample the monitoring wells. Certified analytical results of the quantity present in each monitoring well of the regulated substance, as identified by the Florida Department of Environmental Regulation, which are used, handled, reduced, or stored on the property, shall be filed quarterly with the County.

2. Containment regulated substances - Leakproof trays on the containers, floor curbing, liners, or other containment systems to provide secondary liquid containment, shall be installed where necessary, prior to the issuance of a Certificate of Occupancy. The containment shall be of adequate size to handle all spills, leaks, overflows, and precipitation until appropriate action can be taken. The specific design and selection of materials shall be sufficient to preclude any regulated substance loss to the external environment. The containment system shall be sheltered so that the intrusion of precipitation is effectively prevented. These requirements shall apply to all areas of use, production, and handling, to all storage areas, to loading and off-loading areas, and to aboveground and underground storage areas. The containment devices and liquid collection systems shall be certified by a registered professional engineer or a professional geologist licensed in the State of Florida.

3. Emergency collection devices - Vacuum suction devices, absorbent scavenger materials, or other devices approved by the County shall be present on-site prior to the issuance of a Certificate of Occupancy or within two (2) hours of a spill by contract with a cleanup company approved by the County prior to the issuance of a Certificate of Occupancy. Devices or materials shall be available in sufficient magnitude so as to control and collect the total quantity of regulated substances present. To the degree feasible, emergency containers shall be present in such capacity as to hold the total quantity of regulated substances plus the absorbent material. The presence of such emergency collection devices shall be

certified by a registered professional engineer or professional geologist licensed in the State of Florida and verification shall be provided to the County prior to the issuance of a Certificate of Occupancy.

4. **Emergency Plan** - An emergency plan shall be prepared and filed with the County prior to the issuance of a Certificate of Occupancy. The emergency plan shall indicate the procedure to be followed in the event of spillage of regulated substance so as to control all such spill material in such a manner as to prevent it from reaching the stormwater or wastewater system or the ground.

5. **Alterations, Expansions, and Modifications** - Any alteration, expansion, or modification of regulated land use or activity must be approved by the County prior to implementation. Such alteration, expansion, or modification may result from increased square footage or production, storage capacity, increased quantities of regulated substances, or changes in types of regulated substances. The County shall be notified in writing prior to any such alteration, expansion, or modification and shall be provided with a detailed description of the alteration, expansion, or modification. The proper notification shall not prevent a re-evaluation of the amendment for modification, and a revision of the conditions of approval if, in the opinion of the County, the alteration, expansion, or modification substantially or materially modifies, alters, or affects conditions upon which the approval was granted or the ability to continue to satisfy any conditions that have been imposed as part of the approval.

612.5 Conditions of Development Approval

In the event the County determines that a particular land use or activity outside the protection boundaries set forth above poses a significant threat of pollution or contamination to the groundwater, wellfields, or major potable water supply wells as well as a result of the handling, storage, production, or other use of hazardous or toxic materials, the County may impose, as conditions of development approval, one or more of the requirements set forth in Section 612.4(B) above.

ATTACHMENT 13

Cross Bar / AL-Bar Ranch

Pasco County's Land Development Code, Chapter 800

Section 808 Groundwater Protection Ordinance

CHAPTER 800. NATURAL AND CULTURAL RESOURCES PROTECTION

SECTION 808. GROUNDWATER PROTECTION

808.1. Intent and Purpose

It is the intent and purpose of this section to protect and maintain the quality of groundwater in the County by providing criteria for land uses and the siting of facilities which use, handle, produce, store, or dispose of regulated substances, and by providing protection to vulnerable features which discharge directly to the Floridan aquifer. This section is intended to protect the quality of water obtained from existing and future community public supply wells, in addition to the Countywide groundwater resources.

The Ground Water Resource Availability Inventory for the County, produced by the Southwest Florida Water Management District (SWFWMD) and the County Groundwater Protection Study, prepared by Metcalf & Eddy, and adopted by the Board of County Commissioners (BCC), both indicate that much of the County is highly susceptible to groundwater contamination. As such, these regulations are vital to the health, safety, and welfare of the County and its residents.

This section is not intended to duplicate existing State or Federal regulatory provisions, but shall apply to those activities not currently regulated by the Federal or State permits, or where such regulations are less restrictive.

808.2. Applicability

This section shall apply to the unincorporated area of the County and to the incorporated areas of the County to the extent permitted by Article VIII, Section 1(f), of the State Constitution.

808.3. Exemptions

The following activities are exempt from this section:

A. Continuous Transport of Regulated Substances

The transportation of any regulated substance through the County provided the transporting motor vehicle is in continuous transit and meets all applicable State and Federal requirements.

B. Office Uses

Use, handling, or storage of regulated substances by offices, provided that the regulated substances are auxiliary to the operating activities of the business, and the regulated substances are used, handled, and stored pursuant to all applicable State and Federal requirements and product label instructions.

C. Janitorial Uses

The use of regulated substances for the maintenance and cleaning of residential, commercial, office buildings, and other allowable uses provided the regulated substances are used, handled, and stored pursuant to all State and Federal requirements and product label instructions.

D. Application of Pesticides, Herbicides, Fungicides, and Rodenticides

The application of regulated substances used as pesticides, herbicides, fungicides, and rodenticides are exempt, provided that the application is conducted pursuant to all applicable State and Federal requirements and product label instructions. The application shall be flagged in the records of the certified operator supervising the use. The certified operator shall provide specific notification in writing to the applicators under his supervision that they are working at a site located in Wellhead Protection Areas (WPA) 1 or 2, or Special Protection Areas (SPA) for which particular care is required. Records shall be kept of the date and amount of those substances applied at each location, and said records shall be available for inspection at reasonable times by the County.

E. Fire, Police, Emergency Medical Services, and County Emergency Management Facilities

Existing fire, police, emergency medical services, and County emergency management center facilities.

F. Potable Water Utilities

Community water system utilities shall be exempt from Sections 810.7.A and B to the extent necessary to operate water treatment facilities in WPA 1, WPA 2, or SPA. Utilities shall eliminate the use of liquid fuels for backup generators whenever possible. Provisions shall be made for aboveground and secondary containment when liquid fuels will continue to be used.

G. Reclaimed Water

Reclaimed water activities as permitted, pursuant to Rule 62-610, Florida Administrative Code (F.A.C.).

H. Residential Lots of Record Where Sewer is Unavailable

On residential lots of record existing as of December 2, 2002, a residential land use may be developed with a permitted individual septic system and subject to existing zoning within a protection area, although such use would otherwise be prohibited by this section because a sewer is unavailable; however, such use shall be connected to a sewer when it becomes available.

808.4. **Existing Nonconforming Uses**

Any use which lawfully existed on December 2, 2002, or for which a County permit, master plan, or conditional plat had been issued by the County, or for which an active application for a County permit was pending on December 2, 2002, and which does not conform with all the provisions of this section, may remain in use or come into use as a nonconforming use, subject to the following:

- A. Expansion or modification of existing nonconforming uses shall be governed by this Code, Section 1200, Nonconformities.
- B. All existing uses utilizing on-site, sewage disposal; e.g., septic tanks, shall be connected to the public sewer within 365 days of the sewer becoming available as defined in the Pasco County Code of Ordinances, Sections 110-113.
- C. All permitted land application sites for wastewater residuals (sludge) or septage in SPAs and WPAs may be used until the expiration of the current permit. Permits for wastewater residual and/or septage land application sites shall not be renewed.
- D. Abandonment of a permit, permit application, master plan, or conditional plat under this section will result in the loss of nonconforming use status.
- E. All such uses shall be operated and maintained pursuant to all applicable County, State, and Federal laws and regulations.

808.5. **Establishment of Groundwater Resource, Wellhead, and Special Protection Areas**

A. **Groundwater Resource**

The entire land area within the County is a groundwater resource protection area. Any activity that involves the handling, utilization, generation, or disposal of regulated substances shall be conducted, pursuant to all applicable County, State, and Federal laws and regulations.

B. **Wellhead Protection Areas**

1. **Designation**

The County designates WPAs for all community water system supply wells based on the average permitted capacity of the supply well. (See Appendix 808 for methodology.)

- a. **Wells Below 100,000 gallons per day (gpd)**. Community water system supply wells with an average permitted capacity below 100,000 gpd shall have a WPA 1 with a 500-foot radius around the well.

- b. Wells 100,000 gpd or greater. Community water system supply wells with an average permitted capacity of 100,000 gpd or more shall have an established WPA 1 and WPA 2. The WPA 1 shall encompass the land between the well and the five (5) year travel time contour. The WPA 2 shall be the area between the five (5) and ten (10) year travel time contours. All WPAs for supply wells with a capacity of 100,000 gpd or more shall have a 200-foot buffer zone to account for variations in modeling, as recommended by Metcalf & Eddy in its Groundwater Protection Study Final Report.

2. Owner/Operator Responsibilities

- a. Operators and/or owners of community water systems shall provide the County with copies of applications to renew water use/water supply permits and final permits issued by the Florida Department of Environmental Protection (FDEP) and/or the SWFWMD. Community water systems shall provide the County with updates to existing water use/water supply permits. Additionally, water use/water supply permit applications for new supply wells shall be provided to the County at the time of the application to FDEP and/or SWFWMD.
- b. Community water systems shall provide, if necessary to delineate or revise protection areas, within ninety (90) days of a request by the County, a calibrated pump test from which the maximum capacity of the supply can be calculated. Community water systems that serve projects ninety-five (95) percent built out and contain adequate flow measuring devices may substitute peak daily pumpage for maximum capacity.

C. Special Protection Areas

SPAs shall be designated around vulnerable features when the County determines that the feature has the potential to discharge directly to the Floridan aquifer. These areas include excavations and solution features such as sinkholes and caves. These features shall be deemed vulnerable when they expose the top of the Floridan aquifer. For purposes of this section, SPAs may also be designated to include areas with land use approval for mining, whether actual excavation has taken place or not. Such a designation as an SPA shall remain in place unless and until, any excavation resulting from mining activities is backfilled, or otherwise reclaimed as set forth below, or for areas which have not been excavated, the land use approval for mining is eliminated.

The SPA shall consist of a setback of 500 feet as measured from the outer boundary of the vulnerable feature or area with land use approval for mining. SPAs shall be delineated on the SPA map.

Sinkholes or excavations which have been backfilled to the land surface with materials of permeability similar to or less than that of the surrounding soil or equivalent reclamation will not be considered a vulnerable feature.

D. Rebuttable Presumption

Challenge of the County's determination of the applicability of WPAs and SPAs will be conducted in accordance with Section 808.6.B below and may be appealed pursuant to this Code. The substantially affected party shall provide site specific data that would allow for more detailed calculations of the zones of contribution on a case-by-case basis.

808.6. **Maps**

A. Adoption of Maps

The WPA maps developed as a part of the Groundwater Protection Study are adopted by the County, and by reference, are made a part of this section. SPA maps shall be adopted by resolution as they become available. Official WPA and SPA maps shall be placed on digital file with the County Development Services Branch.

B. Determination of Prohibited Uses Within Wellhead and Special Protection Areas

Properties located partially within a WPA or an SPA reflected on the maps shall be governed by the restrictions applicable to that zone.

The determination of locations of prohibited uses within the WPAs and SPAs shall be accomplished in one (1) of the following ways:

1. Acknowledgement by the landowner or operator/owner of the facility that the use, as regulated by this Code, is located within a WPA or an SPA.
2. Review and location of property on the WPA or an SPA map by County staff.
3. Use of differentially corrected global positioning system techniques may be used to determine the distance from the protected feature to the prohibited use.
4. Survey of the proposed location of a prohibited use by a Licensed Professional Surveyor.

If the location of a WPA or an SPA boundary is disputed by any party, a survey, by a licensed professional, shall serve as the basis of the determination. (The survey shall be paid for by the property owner and prepared by a professional surveyor acceptable to the County.)

Such a survey may also be used to determine that portion of a property which is actually located within the WPA or an SPA, thereby allowing development of a land use on property located partially within a WPA or an SPA, while ensuring the groundwater protection intended by this section.

Potentially prohibited uses located within more than one (1) WPA shall be considered to be in the most restrictive WPA. Where the prohibited use is overlapped by WPAs of different wells or wellfields, the most restrictive WPA shall apply.

C. Review of Protection Area Maps

The WPA and SPA maps may be reviewed by the BCC on a periodic basis. However, failure to conduct said review shall not affect the validity of the existing approved map. WPA and SPA maps may be modified due to changes in technical knowledge, such as transmissivity or porosity; changes in pumping rates; reconfiguration of wellfields; abandonment or relocation of supply wells; the installation of new supply wells or wellfields; establishment of minimum flows or levels pursuant to Chapter 373, Florida Statutes; changes in maximum contaminant levels; changes in laws or regulations that may impact this section; or to accommodate changes in topography, such as sinkholes or newly approved mining areas, in a manner consistent with the methodology and standards established in this section for designation of these areas. In the event that new wellfields are established within the County which result in WPAs being established pursuant to the methodology set forth in this section, or changes that occur with respect to SPAs, the WPA and SPA maps may be amended by a BCC resolution after a duly noticed public hearing to reflect the existence or changes of such WPAs or SPAs. Any substantially affected person may petition the BCC to consider amendments to the WPA and SPA maps. The County shall schedule the requested WPA or SPA map amendment no more than ninety (90) days after receipt of the request by the County.

808.7. Prohibitions Within Wellhead and Special Protection Areas

A. WPA 1 and SPA

The activities listed below are prohibited in WPA 1 and SPA:

1. Solid waste disposal.
2. Discharges from commercial and industrial wastewater treatment plants and industrial septic systems and commercial and industrial wastewater effluent disposal.
3. Wastewater treatment plants. Expansion of existing domestic wastewater treatment plants may be allowed upon demonstration of compliance with the FDEP regulations. Public access reuse of reclaimed water and land application of domestic wastewater effluent

may be allowed upon demonstration of compliance with Rule 62-610, F.A.C.

4. Any use which is a potential source of pollution requiring the issuance of a permit required for the use and handling of regulated substances from the State (FDEP), other than residential collection systems for central wastewater systems.
5. Any commercial or industrial activity that handles, utilizes, generates, or disposes of regulated substances including, but not limited to, hazardous waste treatment, storage, or disposal facilities as defined in Section 403.703(22), Florida Statutes, or 40 CFR or Rule 62-730, F.A.C., including transfer facilities, such facilities ancillary to recycling facilities and facilities which burn such hazardous waste for fuel; hazardous waste generators including conditionally exempt small quantity generators and small quantity generators; facilities regulated by the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001-11050; vehicle or equipment service and repair facilities; dry-cleaning or laundromat operations; commercial car wash operations; and maintenance yards and pesticide/fertilizer mixing and handling facilities.
6. New industrial euclidian zoning amendments.
7. Concentrated animal feeding operations.
8. Land application of wastewater residuals or septage.
9. Discharges of any regulated substance or untreated stormwater into karst solution features, sinkholes, or drainage wells. Stormwater facilities that treat stormwater to Chapters 62-25, F.A.C., and 40D-4, F.A.C., (in effect December 29, 2011), standards shall be presumed to be allowed.
10. Underground storage tanks for regulated substances; however, this does not prohibit the replacement of tanks associated with an existing nonconforming use where such replacement is required to comply with State or Federal regulations.
11. Mining and borrow pits; however, retention or detention ponds required for allowable uses shall not be prohibited, unless the ponds would be prohibited by Sections 810.7.A.17 or 18 below.
12. Residential subdivisions, with more than one (1) unit per two (2) acres, that do not provide for a central sanitary sewer facility and wastewater treatment plant outside WPA 2.
13. Junkyards.
14. Landfarming of soil contaminated with regulated substances.

15. Stormwater retention or detention ponds that will receive stormwater from land uses prohibited in WPA 1, WPA 2, or SPA were constructed after November 19, 2002.
16. The siting of underground product lines including, but not limited to, pipelines designed for the transportation of gasoline, oil, or other regulated substances. This prohibition does not include sewer or reclaimed water lines serving uses allowed within these protection areas.
17. Excavation of waterways or drainage facilities that intersect the Floridan aquifer.
18. Excavation that removes or disturbs the confining unit located above the Floridan aquifer.
19. Land application of animal waste.
20. Dairy farms or egg production facilities as defined in Rule 62-670.200, F.A.C.

B. WPA 2

The following activities are prohibited in WPA 2:

1. Hazardous waste treatment, storage, or disposal facilities as defined in Section 403.703(22), Florida Statutes; 40 CFR, § 260.10; or Rule 62-730, F.A.C., including transfer facilities, such facilities ancillary to recycling facilities, and facilities which burn such hazardous waste for fuel.
2. Solid waste disposal.
3. Discharges from commercial and industrial wastewater treatment plants, and industrial septic systems, and commercial and industrial wastewater effluent disposal.
4. Discharges of any regulated substance or untreated stormwater into karst solution features, sinkholes, or drainage wells. Stormwater facilities that treat stormwater to Chapters 62-25 F.A.C., and 40D-4, F.A.C., (in effect December 29, 2011), standards shall be presumed to be allowed.
5. Landfarming of soil contaminated with regulated substances.
6. The siting of underground product lines including, but not limited to, pipelines designed for the transportation of gasoline, oil, or other regulated substances. This prohibition does not include sewer or reclaimed water lines serving uses allowed within this zone.

7. Underground storage tanks for regulated substances; however, this does not prohibit the replacement of tanks associated with an existing nonconforming use where such replacement is required to comply with State or Federal regulations.
8. Residential subdivisions, with more than one (1) unit per acre, that do not provide for a central sanitary sewer facility and wastewater treatment plant outside WPA 2.
9. Wastewater treatment plants. Expansion of existing domestic wastewater treatment plants will be allowed upon demonstration of compliance with FDEP requirements. Public access reuse of reclaimed water and land application of domestic wastewater effluent may be allowed upon demonstration of compliance with Rule 62-610, F.A.C.
10. Hazardous waste generators including conditionally exempt small quantity generators and small quantity generators.
11. Excavation of waterways or drainage facilities that intersect the Floridan aquifer.
12. Excavation that removes or disturbs the confining unit located above the Floridan aquifer.

808.8. **Best Management Practices Within WPAs and/or SPAs**

- A. Any commercial or industrial activity that handles, utilizes, generates, or disposes of regulated substances shall be operated and maintained pursuant to all applicable County, State, and Federal laws and regulations.
- B. For existing and future land development uses or activities located in a WPA or an SPA proposing to discharge to surface or groundwater or to handle regulated substances, the County may require, where necessary for the protection of groundwater, any or all of the following:
 1. Groundwater monitoring wells as in the manner approved by the County, installed at the property owner's expense, prior to the issuance of a Certificate of Occupancy (CO). The County shall have the right to inspect and sample the monitoring wells. Certified analytical results of the quantity present in each monitoring well of any regulated substance used, handled, reduced, or stored on the property shall be filed quarterly with the County.
 2. Containment for regulated substances. Leak-proof trays on the containers, floor curbing, liners, or other containment systems to provide secondary liquid containment shall be installed where necessary, prior to the issuance of a CO. The containment shall be of adequate size to handle all spills, leaks, overflows, and precipitation

until appropriate action can be taken. The specific design and selection of materials shall be sufficient to preclude any regulated substance loss to the external environment. The containment system shall be sheltered so that the intrusion of precipitation is effectively prevented. These requirements shall apply to all areas of use, production, and handling, to all storage areas, to loading and off-loading areas, and to aboveground and underground storage areas. The containment devices and liquid collection systems shall be certified by a State-Registered Professional Engineer or Licensed Professional Geologist.

3. Emergency collection devices. Vacuum suction devices, absorbent scavenger materials, or other devices approved by the County shall be present on-site prior to the issuance of a CO or within two (2) hours of a spill by contract with a cleanup company approved by the County prior to the issuance of a CO. Devices or materials shall be available in sufficient magnitude so as to control and collect the total quantity of regulated substances present. To the degree feasible, emergency containers shall be present in such capacity as to hold the total quantity of regulated substances plus the absorbent material. The presence of such emergency collection devices shall be certified by a State-Registered Professional Engineer or Licensed Professional Geologist and verification shall be provided to the County prior to the issuance of a CO.
4. Emergency plan. An emergency plan shall be prepared and filed with the County Office of Emergency Management prior to the issuance of a Building Permit. The emergency plan shall contain each element listed on the Office of Emergency Management checklist as amended and shall indicate the procedure to be followed in the event of spillage of regulated substance so as to control all such spill material in such a manner as to prevent it from reaching the stormwater or wastewater system or the ground.
5. Alterations, expansions, and modifications. Any alteration, expansion, or modification of regulated land use or activity must be approved by the County prior to implementation. Such alteration, expansion, or modification may result from increased square footage or production, storage capacity, increased quantities of regulated substances, or changes in types of regulated substances. The County shall be notified in writing prior to any such alteration, expansion, or modification and shall be provided with a detailed description of the alteration, expansion, or modification. The proper notification shall not prevent a re-evaluation of the amendment for modification, and a revision of the conditions of approval if, in the opinion of the County, the alteration, expansion, or modification substantially or materially modifies, alters, or affects conditions upon which the approval was granted or the ability to continue to satisfy any conditions that have been imposed as part of the approval.

C. Conditions of Development Approval

In the event the County determines that a particular land use or activity outside the WPA or SPA boundaries poses a significant threat of pollution or contamination to the groundwater, wellfields, or community water system supply wells as a result of the handling, storage, production, or other use of regulated substances, the County may impose, as conditions of development approval, one (1) or more of the requirements set forth in Section 808.8.B.

808.9. Registration - Regulated Substances

Any nonresidential facility or activity within the County, other than the continuous transit through the County, that uses, handles, produces, stores, or disposes of regulated substances in quantities greater than twenty-five (25) gallons (approximately ninety-five [95] liters), if liquid, or greater than 220 pounds (100 kilograms), if solid, in a calendar month shall be required to register with the County.

808.10. Sinkholes

- A. Backfill material shall be clean and of similar or lower permeability of the surrounding soil. It shall be a violation of this section to dispose of regulated substances, solid waste, untreated stormwater, or other inappropriate substances in a sinkhole.
- B. Sinkholes that occur in existing detention/retention ponds shall be filled with clean fill material of similar permeability to surrounding soil that will not reduce storage within the ponds and will not allow for short-circuiting of the treatment process.

808.11. New Community Water Supply Locations

Prior to siting of new community water system supply well(s), the increase in permitted withdrawal quantities, or the relocation of permitted supply well(s), the utility shall model WPAs for the proposed supply wells using the methodology and data provided by the County. No community water system supply wells or withdrawal quantity increase will be allowed into an area that would incorporate existing prohibited uses in the WPA. However, if the only such prohibited use is a mine or borrow pit, the supply wells may be sited if the utility can demonstrate control of the mining or borrow pit.

808.12. Appeals

Any determination made pursuant to this section may be appealed by a substantially affected person pursuant to this Code, Section 407. Notice of an appeal hearing shall be mailed to the property owner, the owner/operator of the affected supply well(s), and all property owners within the WPA boundary in question.

808.13. **Reporting of Spills and Unauthorized Discharges**

- A. Any unauthorized discharge of a regulated substance(s), in excess of five (5) gallons if a liquid, or twenty-five (25) pounds if a solid, shall be reported immediately by the facility owner, operator, or other responsible party to the County. Such notification shall in no way alleviate the owner, operator, or responsible party from other local, State, or Federal reporting obligations required by law. The owner, operator, responsible party, or person providing notification shall inform the County of the substance(s) discharged, the amount, location, duration of discharge, and the potential hazard to groundwater, if known.
- B. A discharge of any quantity of a regulated substance must be remediated such that contamination of soils, surface water, or groundwater is brought into compliance with local, State, and/or Federal standards.
- C. Clean-up activities shall begin concurrent with or immediately following emergency response activities. A full written report including the steps taken to contain and clean up the spill shall be submitted to the County within forty-five (45) days of the discovery of the spill.
- D. Any person responsible for a spill or unauthorized discharge shall be subject to the clean-up and reimbursement provisions in this section.

APPENDIX 808

METHODOLOGY FOR DELINEATION OF WELLHEAD PROTECTION AREA

- A. Methodology for the delineation of WPAs for community water system supply wells permitted to pump 100,000 gpd or greater.

The wellhead protection areas correspond to five (5) and ten (10) year travel time contours. These travel time contours were generated using the modeling techniques explained in the September 25, 2001, County groundwater protection study by Metcalf & Eddy (Pasco Groundwater Study), adopted herein by reference. The following is a summary of the procedures used to develop the WPAs for community water system supply wells that are permitted on average to pump $\geq 100,000$ gpd.

1. The locations of the subject water supply wells were established in terms of the Universal Transverse Mercator (UTM) coordinates (NAD83 datum) based on surveying conducted by Tampa Bay Water, Metcalf & Eddy, Inc., and the SWFWMD.
2. The Central North Tampa Bay Integrated Surface and Groundwater model (version 2.5, calibration NEWCNTB 127) was used to develop regional groundwater regime information for input to local groundwater models with finer resolution.
3. The regional groundwater model was refined in eighteen (18) areas around water supply wells to produce local groundwater models with grid resolutions of fifty (50) to 100 feet. Groundwater levels calculated by the regional model were specified on the boundary of the local models, which were run to steady state with average recharge conditions, and well withdrawals equal to their permitted daily average flows.
4. Zones of contribution were determined by backward tracking of particles uniformly released around the supply wells for two (2), five (5), and ten (10) year travel times. For these simulations, an effective porosity of 0.15 was used in conjunction with a thickness of 500 feet for the Upper Floridan Aquifer. The delineation methodology is described in the Pasco Groundwater Study.
5. Based on a sensitivity analysis of the delineation methodology, a buffer of 200 feet around the calculated zones of contribution was adopted to provide a margin of safety and account for uncertainty in the parameters and approaches used in the modeling.

- B Methodology for the delineation of wellhead protection areas for community water systems permitted on average to pump less than 100,000 gpd.

WPA 1 for community water system supply wells permitted on average to pump less than 100,000 gpd shall be a fixed radius of 500 feet from the well or wells. This radius is based on a time of travel of five (5) years for a supply well withdrawing 100,000 gpd over an aquifer thickness of 200 feet, with an effective porosity of 0.15.

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE:

- a) If Contractor does not currently meet insurance requirements, Contractor shall also include verification of their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Contractor shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that Contractor include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 1.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Contractor and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.
 - (1) Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve 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.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) 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.*

EXHIBIT B

INSURANCE REQUIREMENTS

- (1) All subcontracts between Contractor and its subcontractors shall be in writing and may be subject to the County'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 County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. 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.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If 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 County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by Contractor, the County, at its option may stop work without penalty to the County 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 Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and subcontractor(s).

EXHIBIT B

INSURANCE REQUIREMENTS

i) 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. No exclusions for physical abuse or sexual molestation.

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

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

EXHIBIT B

INSURANCE REQUIREMENTS

- (5) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy 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 Professional Liability and other coverage combined.

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

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

Limits

Per Claim or Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

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.

- (7) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C
PAYMENT SCHEDULE

**CROSS BAR and AL BAR RANCHES
THE FORESTRY COMPANY FEE PROPOSAL SUMMARY***

TASK	TOTALS
Ecosystem Management Program	\$ 904,608
Land Management Basic Services	\$ 1,841,674
Pine Replanting Services	\$ 433,236
Grand Total	\$ 3,179,518

**ECOSYSTEM MANAGEMENT CONSULTANT
THE FORESTRY COMPANY BID - FEE PROPOSAL**

TASK	Quantity	Unit	Year One (1) Unit Cost	Year Two (2) Unit Cost	Year Three (3) Unit Cost	Year Four (4) Unit Cost	Year Five (5) Unit Cost	TOTAL
Update Ecosystem Management Program	1	Lump Sum	\$ 54,500.00	\$ -	\$ -	\$ -	\$ -	\$ 54,500
Annual Forestry Operations*	1	Lump Sum	\$ 43,323.00	\$ 44,622.69	\$ 45,961.37	\$ 47,340.21	\$ 48,760.42	\$ 230,008
Environmental Monitoring*	1	Lump Sum	\$ 54,000.00	\$ 53,000.00	\$ 53,000.00	\$ 53,000.00	\$ 53,000.00	\$ 266,000
Wildlife Utilization Report	1	Lump Sum	\$ 23,500.00	\$ -	\$ -	\$ 23,000.00	\$ -	\$ 46,500
Wildlife Technical Memorandum	1	Lump Sum	NA	\$ 16,000.00	\$ 17,000.00	\$ -	\$ 18,000.00	\$ 51,000
							SUB-TOTAL	\$ 648,008
Pine Straw Commission	\$405,000	Percent	12%				\$48,600	\$ 48,600
Timber Commission	\$2,600,000	Percent	8%				\$208,000	\$ 208,000
							SUB-TOTAL	\$ 256,600
							GRAND TOTAL	\$ 904,608

Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period.
Estimated quantities are based upon previous use and/or anticipated needs.

**Cross Bar and AL-BAR Ranches
Land Management Basic Services
THE FORESTRY COMPANY Fee Proposal**

Basic Services	Unit	Year One (1) Unit Cost	Year Two (2) Unit Cost	Year Three (3) Unit Cost	Year Four (4) Unit Cost	Year Five (5) Unit Cost	TOTAL
Contract Management	Lump Sum	\$ 92,500	\$ 94,790	\$ 96,084	\$ 98,444	\$ 100,950	\$ 482,768
Security	Lump Sum	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000
Residential Use Credit	Lump Sum	\$ (16,700)	\$ (16,700)	\$ (16,700)	\$ (16,700)	\$ (16,700)	\$ (83,500)
Pasture Use Credit	Lump Sum	\$ (26,700)	\$ (27,700)	\$ (27,700)	\$ (27,700)	\$ (27,700)	\$ (137,500)
Fire Line Maintenance and Wildfire Suppression	Lump Sum	\$ 40,000	\$ 40,600	\$ 41,200	\$ 41,800	\$ 42,400	\$ 206,000
Fence and Gate Maintenance	Lump Sum	\$ 13,400	\$ 13,800	\$ 14,200	\$ 14,600	\$ 15,000	\$ 71,000
Interior Roads Maint., Mowing, Tree Trimming for Rds.	Lump Sum	\$ 32,200	\$ 32,800	\$ 33,400	\$ 34,000	\$ 34,600	\$ 167,000
Entrance/Visitors Center Road Grading	Lump Sum	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
Wild Hog Control	Lump Sum	\$ 4,300	\$ 4,500	\$ 4,800	\$ 5,100	\$ 5,300	\$ 24,000
Exotic Weed Control	Lump Sum	\$ 42,800	\$ 43,656	\$ 44,529	\$ 45,420	\$ 46,329	\$ 222,734
Cat Tail Control	Lump Sum	\$ 7,600	\$ 7,752	\$ 7,907	\$ 8,065	\$ 8,226	\$ 39,550
Environmental Mowing	Lump Sum	\$ 8,000	\$ 8,200	\$ 8,400	\$ 8,600	\$ 8,800	\$ 42,000
Scrub Jay Control Burning	Lump Sum	\$ 16,975	\$ 17,484	\$ 18,009	\$ 18,549	\$ 19,106	\$ 90,123
Environmental Monitoring	Lump Sum	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 170,000
Buildings - Janitorial and Grounds	Lump Sum	\$ 23,500	\$ 24,000	\$ 24,500	\$ 25,000	\$ 25,500	\$ 122,500
Total Annual Basic Services		\$356,875.00	\$362,182.25	\$367,628.88	\$374,177.66	\$380,810.44	\$1,841,674.24
						Grand Total	\$ 1,841,674

Credit is a deduction in fees

**Cross Bar and AL-BAR Ranches
Land Management
Pine Replanting Services
THE FORESTRY COMPANY FEE PROPOSAL**

Task	Qty	Unit	Year One (1) Unit Cost	Year One (1) Total Cost	Year Two (2) Unit Cost	Year Two (2) Total Cost	Year Three (3) Unit Cost	Year Three (3) Total Cost	Year Four (4) Unit Cost	Year Four (4) Total Cost	Year Five (5) Unit Cost	Year Five (5) Total Cost	Total
Pre-plant herbicide*	450	Acre	\$ 20	\$ 9,000	\$ 20.40	\$ 9,180.00	\$ 20.81	\$ 9,363.60	\$ 21.22	\$ 9,550.87	\$ 21.65	\$ 9,741.89	\$ 46,836.36
Spot rake and pile burn	450	Acre	\$ 50	\$ 22,500	\$ 51.00	\$ 22,950.00	\$ 52.02	\$ 23,409.00	\$ 53.06	\$ 23,877.18	\$ 54.12	\$ 24,354.72	\$ 117,090.90
Scalp and plant seedlings**	450	Acre	\$ 50	\$ 22,500	\$ 51.00	\$ 22,950.00	\$ 52.02	\$ 23,409.00	\$ 53.06	\$ 23,877.18	\$ 54.12	\$ 24,354.72	\$ 117,090.90
Post-plant herbicide*	450	Acre	\$ 20	\$ 9,000	\$ 20.40	\$ 9,180.00	\$ 20.81	\$ 9,363.60	\$ 21.22	\$ 9,550.87	\$ 21.65	\$ 9,741.89	\$ 46,836.36
Fertilization***	450	Acre	\$ 20	\$ 9,000	\$ 20.40	\$ 9,180.00	\$ 20.81	\$ 9,363.60	\$ 21.22	\$ 9,550.87	\$ 21.65	\$ 9,741.89	\$ 46,836.36
Mowing OR Chopping -late summer/fall	450	Acre	\$ 25	\$ 11,250	\$ 25.50	\$ 11,475.00	\$ 26.01	\$ 11,704.50	\$ 26.53	\$ 11,938.59	\$ 27.06	\$ 12,177.36	\$ 58,545.45

Grand Total	\$ 433,236.34
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THE FORESTRY COMPANY WILL INVOICE THE COUNTY BASED ON GPS ACRES AT THE COMPLETION OF EACH TASK BASED ON THE UNIT COSTS IN THE ABOVE TABLE

THE FORESTRY COMPANY WILL INVOICE THE COUNTY BASED ON THE ACQUISITION COST OF HERBICIDE, SEEDLINGS AND FERTILIZER PLUS A 10% ADMINISTRATIVE FEE AT THE COMPLETION OF EACH TASK

* Does not include cost of herbicide (County to reimburse contractor)
 **Does not include cost of seedlings (County to reimburse contractor)
 *** Does not include cost of fertilizer (County to reimburse contractor)

10% Administrative Fee
10% Administrative Fee
10% Administrative Fee

AL BAR CROSS BAR - FEE SCHEDULE FOR ADDITIONAL WORK (If Requested)

1/24/2018

THE FORESTRY COMPANY HOURLY RATES FOR ADDITIONAL WORK

Position	2018	2019	2020	2021	2022	2023
Principal	\$ 115.00	\$ 117.30	\$ 119.65	\$ 122.04	\$ 124.48	\$ 126.97
Senior Forester/Project Manager	\$ 85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.01	\$ 93.85
Field Forester	\$ 75.00	\$ 76.50	\$ 78.03	\$ 79.59	\$ 81.18	\$ 82.81
GIS Mapping Manager	\$ 85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.01	\$ 93.85
Clerical	\$ 40.00	\$ 40.80	\$ 41.62	\$ 42.45	\$ 43.30	\$ 44.16
Mileage Rate - per/mile	IRS rates for 1/2 ton trucks					
1 Ton Service Trucks - per/mile	\$ 0.85	\$ 0.87	\$ 0.88	\$ 0.90	\$ 0.92	\$ 0.94
Freightliner truck & Lowboy Trailer - \$/loaded mile	\$ 4.00	\$ 4.08	\$ 4.16	\$ 4.24	\$ 4.33	\$ 4.42

3B CATTLE RATES FOR ADDITIONAL WORK

Position	2018	2019	2020	2021	2022	2023
Discing** (per acres per pass)	\$ 30.00	\$ 31.00	\$ 32.00	\$ 33.00	\$ 34.00	\$ 35.00
Mowing** (per acre per pass)	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50
Tour Guiding (per hour per person)	\$ 50.00	\$ 50.00	\$ 52.00	\$ 52.00	\$ 54.00	\$ 54.00
Extra Hand Labor (per hour)	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50
Clerical (per hour)	\$ 40.00	\$ 40.80	\$ 41.62	\$ 42.45	\$ 43.30	\$ 44.16
Annual or Special Reports (per hour)	\$ 100.00	\$ 102.00	\$ 104.00	\$ 106.00	\$ 108.00	\$ 110.00
Other items to be priced when requested because of changes in equipment costs.						
**after a new land management plan is developed this would include newly needed fire lines and areas that had not previously been included in earlier totals						

QUEST ECOLOGY HOURLY RATES FOR ADDITIONAL WORK

Position	2018	2019	2020	2021	2022	2023
Project Manager	\$140.00	\$144.20	\$148.53	\$152.98	\$157.57	\$162.30
Senior Ecologist	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81	\$127.52
Ecologist	\$85.00	\$87.55	\$90.18	\$92.88	\$95.67	\$98.54
GIS Specialist	\$90.00	\$92.70	\$95.48	\$98.35	\$101.30	\$104.33
Public Involvement Specialist	\$85.00	\$87.55	\$90.18	\$92.88	\$95.67	\$98.54
Field Technician	\$70.00	\$72.10	\$74.26	\$76.49	\$78.79	\$81.15
Clerical	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90	\$63.76
Mileage Rate - per/mile	IRS rates					

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

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

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

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

INVOICE INFORMATION:

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

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

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

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

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

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

Line Total Amount due by line item

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

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

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

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

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

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

EXHIBIT F

IRREVOCABLE LETTER OF CREDIT



FARM CREDIT

OF FLORIDA IRREVOCABLE STANDBY LETTER OF CREDIT

1606 Canyon Avenue • Live Oak, Florida 32064

Phone (386) 362-2588 • Fax (386) 362-6699

FarmCreditFL.com

ISSUE DATE: February 23, 2018

EXPIRATION DATE: **March 31, 2019**

LETTER OF CREDIT NUMBER:
2018-001

PLACE: 11903 Southern Blvd.,
Suite 200
Royal Palm Beach, FL 33411

AMOUNT: **\$200,000.00**

BENEFICIARY:
Pinellas County, a political subdivision
Of the State of Florida
Pinellas County Board of County Commissioners
Purchasing Department
400 S Fort Harrison AVE
Clearwater, FL 33756

BY ORDER OF:
The Forestry Company
502 W. Green ST
Perry, FL 32347-3214

We hereby issue this irrevocable standby Letter of Credit number **2018-001** in your favor for the account of **The Forestry Company** up to the aggregate amount of **Two Hundred Thousand and 00/100 Dollars (\$200,000.00)** (payable in US Dollars). This amount is available upon timely presentation of your sight draft or drafts upon us and accompanied by a certified statement signed on your behalf by an authorized officer stating:

"The undersigned, a duly authorized representative of **Pinellas County, a political subdivision of the State of Florida Pinellas County Board of County Commissioners**, does hereby certify to Farm Credit of Florida, ACA, in reference to the standby Letter of Credit No. **2018-001** that the accompanying demand for payment is necessary to pay the obligation of **The Forestry Company** to **insure performance by The Forestry Company on the Eco System Management Al Bar and Cross Bar Ranch 167-0365P services agreement dated _____ between Beneficiary and The Forestry Company.**"

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended or amplified by reference to any note, document, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to be incorporated herein by reference to any note, document or agreement.

We hereby engage with you the demands for payment made under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation to us.

All drafts under this Letter of Credit must be marked "Drawn under Farm Credit of Florida, ACA letter of Credit #**2018-001**" and presented at the offices of Farm Credit of Florida, ACA at 11903 Southern Blvd., Suite 200 Royal Palm Beach, FL 33411.

This Letter of Credit shall expire at close of business at the aforesaid address on **March 31, 2019**. The Letter of Credit shall be promptly surrendered to us by you upon expiration.

This Letter of Credit is not transferable, and except as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs And Practice For Documentary Credits (2007 Revision ("UCP")), International Chamber Of Commerce Publication 600 (provided, as to matters not governed by the UCP, shall be governed by and construed in accordance with the laws of the state of Florida and application U.S. Federal law.

Farm Credit of Florida, ACA

By 
Roger W. Ward

Its Vice President