

Construction Agreement No.: 2022-C-799-00023

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Transportation, (Address) 5211 Ulmerton Rd, Clearwater, FL 33760 (hereinafter referred to as the "DEPARTMENT") and Pinellas County (Address) 14 S Ft Harrison Ave, Clearwater, FL 33756 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR SR 592 Section 15002000 Subsection _____ from Begin MP 0.437 to End MP 0.439 Local Name I-375 located in Pinellas County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of **See attached exhibit A scope of services/special provisions.**

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than Local Government Exempt and 00/100 Dollars (\$ 0) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than Local Government Exempt and 00/100 Dollars (\$ 0) for property damage, or a combined coverage of not less than Local Government Exempt and 00/100 Dollars (\$ 0). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

Approved
Michael Lenhart
1/12/2023

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within 920 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

Approved
Michael Lennhart
1/12/2023

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

- (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

31. COMPLIANCE WITH LAWS

The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

Approved
2022-C-799-00023
Michael Lenhart
1/12/2023

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name Joe Lauro Title Director of Administrative Services
Office No. (727) 464-3311 ext. _____ Cell _____ Email jlauro@pinellas.gov

Name ROBERT MEADOR Title Engineering Section Manager
Office No. (727) 464-8731 ext. _____ Cell _____ Email rmeador@pinellas.gov

Mail Address 14 S Ft Harrison Ave, Clearwater, Florida 33756

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: Joe Lauro Dir Adm Svs (Signature)
Joe Lauro (Print Name)
Director Administrative Services (Title)
12-22-2022 (Date)

DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Michael Lenhart (Signature)
Michael J. Lenhart, P.E. (Print Name)
Pinellas Operations Program Engineer (Title)
1/12/2023 | 2:13 PM EST (Date)

Legal Review:

DocuSigned by:
Gregory Hughes
7EF1144406B14AF...

APPROVED AS TO FORM

By: Joseph Morrissey
Office of the County Attorney

Approved
2022-C-799-00023
Michael Lenhart
1/12/2023

AMENDMENT TO THE CONSTRUCTION AGREEMENT

THIS AMENDMENT TO THE CONSTRUCTION AGREEMENT made and entered into between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "Department") and Pinellas County (hereinafter referred to as the "Construction Coordinator").

WITNESSETH

WHEREAS, the Department and Construction Coordinator seek to amend the terms of the Construction Agreement for the construction of the I-175/I-375/Bayshore Drive Downtown St Pete ATMS project by entering into this Special Conditions to the Construction Agreement; and

WHEREAS, Paragraph 8 of the Construction Agreement is being amended to reflect that upon completion of construction of the project, all components of the project will be operated and maintained by the Construction Coordinator; and

WHEREAS, Paragraph 29's first and last sentence of the Construction Agreement is being amended to preserve all of the Construction Coordinator's privileges and immunities, and statutory limitations of liability under Section 768.28, F.S. in its agreement to indemnify and hold harmless the Department during the construction and maintenance of the project, and to delete the reference of insurance coverage since the Construction Coordinator, as a local unit of government, is exempt per Paragraph 4 of the Construction Agreement from providing the same.

THEREFORE, the Department and Construction Coordinator agree to amend the Construction Agreement as follows:

1. That Paragraph 8 of the above-described Construction Agreement is hereby amended as follows:

8. It is hereby agreed by the parties that this Agreement creates a permissive use only. The improvements resulting from this Agreement shall be operated and maintained by the Construction Coordinator. Neither the granting of the permits to use the Department's right of way nor the placing of facilities upon the Department's property shall operate to create or vest any property right to the Construction Coordinator, except for the purpose to construct, operate, and maintain the improvements resulting from the project. The Construction Coordinator shall not acquire any right, title, interest or estate in Department's right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement, including but not limited to, the Construction Coordinator's use, occupancy or possession of Department's right of way other than to construct, operate, or maintain the improvements from this project. The Parties agree that this Agreement does not, and shall not be constructed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

2. That Paragraph 29 of the above-described Construction Agreement is hereby amended as follows:

29. Subject to the limitations set forth in Section 768.28, F.S., and preserving all privileges and immunities, the Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the Department and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorney's fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including without limitation, performance of the Project within the Department's right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, where direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the Department or any of its officers, agents, or employees. The Construction Coordinator shall notify the Department in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The above-described indemnities assumed by the Construction Coordinator shall survive termination of this Agreement.

The County agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in accordance with this Agreement.

"The contractor/consultant shall defend, indemnify, save and hold harmless the Department, including its officers, agents and employees from all suits, actions, claims, demands, damages and liabilities of any nature whatsoever arising out of, or because of, or due to any negligent act or occurrence of omission or commission of the contractor/consultant, its officers, agents or employees."

3. **Continued Effectiveness.** Except as expressly modified by the Special Conditions to the Construction Agreement, all terms and conditions of the Construction Agreement for the construction and maintenance of the I-175/I-375/Bayshore Drive Downtown St Pete ATMS project securing the Construction Coordinator's improvements resulting from the project shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Special Conditions to the Construction Agreement effective upon approval by both parties duly authorized representatives.

Construction Coordinator
Pinellas County, Florida

State of Florida
Department of Transportation

By: Joe Lauro Dir Adm Svs
Joe Lauro (Print Name)
Director Administrative Services (Title)
12-22-2022 (Date)

DocuSigned by:
Michael Lenhart
Michael Lenhart, P.E. (Print Name)
Pinellas Operations Program Engineer (Title)
1/12/2023 | 2:13 PM EST (Date)

APPROVED AS TO FORM

Legal Review

By: _____
Office of the County Attorney

DocuSigned by:
Gregory Hughes
7EF1144406B14AF...

APPROVED AS TO FORM

By: Joseph Morrissey
Office of the County Attorney

Approved
2022-C-799-00023
Michael Lenhart
1/12/2023



SPECIAL INSTRUCTION

**WHEN DIRECTIONAL DRILLING
ON 4TH ST IN DOWNTOWN ST.
PETE, SPECIAL CARE IS TO BE
GIVEN TO THE UNDERGROUND
LIVING SPACES THAT EXTEND
INTO THE STATE RIGHT-OF-
WAY. PLEASE COORDINATE
WITH THE CITY OF ST. PETE
AND THE SURROUNDING
BUILDINGS BEFORE DRILLING IS
TO COMMENCE.**

Approved
2022-C-799-00023
Michael Lenhart
1/12/2023



REQUIRED NOTIFICATIONS

TWO (2) BUSINESS DAYS BEFORE STARTING WORK:

PERMIT TYPE	WHO TO CONTACT	WHAT TO DO
All Permits and Agreements	FDOT One-Stop Permitting (OSP)	<ul style="list-style-type: none"> • Enter MOT Technician Information. • Click on either “48 Hour Request to Begin Work” or “2 Business Day Notice”.
	FDOT Pinellas Operations Permits Asset Contractor	<ul style="list-style-type: none"> • Call Ferrovial Services at 727-573-7672 for inspections.
	Sunshine 811	<ul style="list-style-type: none"> • Call Sunshine 811 for locates (other than roadway lighting).
	FDOT Regional Traffic Management Center (RTMC)	<ul style="list-style-type: none"> • Call FDOT Regional Traffic Management Center at 813-615-8657 of the Exact Time Any Lane Closure Begins and a Second Notification When Lane Closure is Removed.
Utility Permits	Highway Lighting and ATMS Locates	<ul style="list-style-type: none"> • Highway Lighting and ATMS are not part of the Sunshine 811 Locate System. Permittee is to Contact the Maintaining Agency/Organization for Highway Lighting and ATMS Locates.
As-Needed	FDOT Advanced Dynamic Message Sign (ADMS) Arterial Locates	<ul style="list-style-type: none"> • Call FDOT SunGuide at 813-615-8613 (prefer email to Romona.Burke@dot.state.fl.us).
Permits in Active FDOT Construction Project	FDOT Construction Office	<ul style="list-style-type: none"> • Call Sherrele Darroch at 813-220-1872 to Coordinate MOT and Work.

Approved
2022-C-799-00023
Michael Lenhart
1/12/2023

Florida Department of Transportation

Stormwater Pollution Prevention



Background

The National Pollutant Discharge Elimination System (NPDES) is a stormwater permitting program managed by the Florida Department of Environmental Protection (FDEP) which regulates construction activities that disturb one or more acres of land. Projects less than one acre may be regulated if the activity is part of a larger common plan of development or sale that will exceed the one acre threshold. Disturbance includes clearing, grading, and excavating.

The NPDES program also regulates municipal storm sewer systems that serve highways, area roads, and streets in your neighborhood.

Construction Requirements for Regulated Activities

- Prepare and implement a Stormwater Pollution Prevention Plan (SWPPP)
- Obtain and abide by Department of Environmental Protection (DEP) Generic Permit for Construction Activities.

For more information regarding NPDES Generic Permits for Construction Activities, please visit:
<http://www.dep.state.fl.us/water/stormwater/npdes/construction1.htm>

To apply using the online FDEP Business Portal, please visit:
<http://www.fldepportal.com/go/apply-build/>

Contacts

To report **illicit discharges**, please contact the appropriate representative listed below:

Citrus County	Citrus County BOCC – Engineering	Primary: 352-527-5446
Hernando County	Hernando County Stormwater	Primary: 352-754-4062
Hillsborough County	Hillsborough County Environmental Protection Commission	Primary: 813-627-2600 Alternate: 813-744-5671
Pasco County	Pasco County Stormwater	Primary: 727-834-3611
Pinellas County	Pinellas County Environmental Management	Primary: 727-464-4187 Alternate: 727-464-4703
FDOT Right-of-Way	District Maintenance	Primary: 813-975-6639

Environmental Protection Agency (EPA) **Spill Response Hotline: 1-800-424-8802**

For EPA spill and environmental violation information, please visit:

<https://www.epa.gov/pesticide-incidents/report-spills-and-environmental-violations>

Preventing Illicit Discharges & Water Pollution

Illicit Discharges are point sources of discharge which negatively impact stormwater, which eventually drains into local natural water systems. The most effective way to eliminate these discharges is to dispose of pollutants correctly. Below are common examples:

- Yard clippings & leaves
- Fertilizers and herbicides
- Pet waste
- Trash
- Used motor oil / filters
- Antifreeze/transmission fluid
- Paint
- Solvent / degreaser
- Cooking Grease



For more information on the proper disposal of wastes contact FDEP at **813-470-5700**