BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, AUGUST 4, 2026 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

This meeting will immediately follow the Board of Commissioners Workshop

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Knights of Columbus Donation to LIFT

D.2 Pinning Ceremony for Firefighter Morgan Kien

D.3 TIPD Chief's Commendation Award – Recipient Officer Daren Chiaputti

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

G. CONSENT AGENDA

G.1 Accept and Execute Watershed Master Planning Program Agreement Contract
4673-305-P67_For_Subrecipient_Signature(07-13-26) - Copy.pdf

G.2 Accepted U.S. Department of Commerce Economic Development Administration (EDA) $120k Economic Revitalization & Resiliency Plan Award
Notice of Award - City of Treasure Island.pdf
Attachment 1 - Scope of Work.pdf
Attachment 2 - Line Item Budget.pdf
Specific Award Conditions.pdf
Final Impact Engagement Narrative _ Treasure Island 09152025.pdf

H. ITEMS OF BUSINESS

H.1 Second and Final Reading of Ordinance 2026-20 - Amending Administrative Waivers and Allowable Encroachments
Final Ordinance 2026-20 Chapter 68 Balcony and Admin Waiver LPA Amendment.docx
Business Impact Estimate - Ord 2026-20.docx
LPA Resolution 2026-03.pdf
Ad 96499 Ordinance 2026-20.pdf

H.2 Resolution 2026-06, Referendum Election on Amending Section 3.07(c) of the City Charter to Require a Supermajority Vote for Planned Developments or Special Area Plans

H.3 Resolution 2026-05 Establishing an Auditor Selection Committee
Resolution 2026-05 Auditor Selection Committee.docx

H.4 Consider Establishing a Charter Review Committee
RES2021-13 CHARTER REVIEW COMMITTEE.pdf
RES2021-20 Charter Review Committee.pdf

H.5 Piggyback Agreement with Ajax Paving Industries of Florida for Roadway Resurfacing and Repair Services
PE Agreement - Ajax.pdf
PE Contract Addendum - Ajax.pdf
Composite Exhibit A.pdf
Ajax Offer Letter.pdf

I. CITY MANAGER AND CITY ATTORNEY REPORT

J. COMMISSIONER REPORTS

K. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 10451 Gulf Blvd, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. D.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 4, 2026

SUBMITTED BY: Tia Payton, Administration

ITEM TYPE: Donations

AGENDA SECTION: PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

SUBJECT: Knights of Columbus Donation to LIFT

BACKGROUND:

POLICY/PURPOSE:

STRATEGIC PLAN RELEVANCE:

ANALYSIS/DISCUSSION:

FUNDING:

MOTION:

ATTACHMENTS:

AGENDA ITEM NO. D.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 4, 2026

SUBMITTED BY: Lisa-Marie Kennedy, Fire

ITEM TYPE: Recognitions

AGENDA SECTION: PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

SUBJECT: Pinning Ceremony for Firefighter Morgan Kien

BACKGROUND:

Background: Firefighter Morgan Kien has successfully completed his probationary period with Treasure Island Fire Rescue.

Key Accomplishments

· Core Training: Mastered all mandatory fire suppression protocols.

· EMS Compliance: Completed all required emergency medical service training.

· Regular Status: Met every criteria to transition to a regular status firefighter.

Performance Highlights

· Skills Assessment: Demonstrated exceptional tactical skills during his final probationary test-out session.

· Operational Readiness: Exhibited high proficiency in real-world emergency scenarios.

· Team Integration: Maintained strong alignment with our

agency's core safety values.

POLICY/PURPOSE:

The formal pinning ceremony, a cherished tradition in the fire service, is held to honor this significant achievement.

STRATEGIC PLAN RELEVANCE: NA

ANALYSIS/DISCUSSION: N/A

FUNDING: N/A

MOTION: Presentation Only

ATTACHMENTS:

AGENDA ITEM NO. D.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 4, 2026
SUBMITTED BY:	Gabriella Foster, Police
ITEM TYPE:	Recognitions
AGENDA SECTION:	PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION
SUBJECT:	TIPD Chief's Commendation Award – Recipient Officer Daren Chiaputti
BACKGROUND:	N/A
POLICY/PURPOSE:	To recognize TIPD Officer Daren Chiaputti for his courageous actions in the line of duty.
STRATEGIC PLAN RELEVANCE:	N/A
ANALYSIS/DISCUSSION:	N/A
FUNDING:	N/A
MOTION:	

ATTACHMENTS:

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 4, 2026

SUBMITTED BY: Jessica Modrak, Finance

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Accept and Execute Watershed Master Planning Program Agreement Contract

BACKGROUND: The City's Watershed Management Plan was completed in 2021 and later supplemented in July 2025 to clarify provisions necessary to qualify for Community Rating System (CRS) credit. While comprehensive at the time of adoption, the plan and supplement exist as separate documents and have not been consolidated into a unified planning framework. Additionally, the plan is over 5 years old and has not been formally reevaluated to reflect current hydrologic data, evolving rainfall patterns, sea level rise trends, or updated regulatory requirements.

Since adoption of the original plan, Florida has implemented more stringent stormwater and watershed management regulations under SB 7040, effective February 22, 2024. These changes require new development and redevelopment projects to meet net improvement nutrient reduction standards for Total Nitrogen, Total Phosphorus, and Total Suspended Solids under the Statewide Environmental Resource Permit process. Major municipal projects currently in design, including the Public Works Yard and future Public Safety Building, must comply with these updated standards. Without revisiting and updating the watershed plan, the City risks misalignment between its adopted policies and current regulatory expectations.

Failure to update and consolidate the existing watershed planning framework could result in outdated hydraulic

assumptions, inefficient prioritization of mitigation projects, increased permitting complexity, and missed opportunities to strengthen flood resilience and CRS standing. A comprehensive review and modernization of the City's watershed management strategy is necessary to ensure that flood mitigation planning remains technically sound, regulatory compliant, and responsive to present and future hazard conditions.

POLICY/PURPOSE:

The City of Treasure Island will update its existing Watershed Management Plan (WMP) to reflect current conditions, regulatory updates, and revised conceptual improvement strategies. This effort will build upon the accepted 2021 Watershed Management Plan and the 2025 CRS Supplement and will focus on confirming the continued applicability of previous analyses while identifying practical and cost-effective improvements to the City's stormwater system. The update will rely primarily on existing data and modeling and will not involve development of a new hydrologic and hydraulic model.

STRATEGIC PLAN RELEVANCE:

Goal 1: Become an environmentally sustainable and resilient community
Objective 2: "Rise above" sea-level challenges
Bold Action 2: Adopt the Watershed Management Plan/Stormwater Master Plan
Bold Action 4: Pursue funding for and implement projects identifed by the Watershed Management Plan

ANALYSIS/DISCUSSION:

Ongoing municipal reconstruction projects are expected to positively support the HMGP Comprehensive Watershed Plan Update, Consolidation, and Regulatory Alignment Initiative. The City is currently rebuilding the Public Works Garage and the Public Safety Building, both of which must comply with updated Statewide ERP requirements, including SB 7040 nutrient reduction and net improvement standards. These projects provide an opportunity to integrate updated hydrologic modeling, regulatory criteria, and watershed-level stormwater performance analysis into active design and permitting efforts. While construction activities may require coordination, these capital investments strengthen overall system resilience and provide real-world implementation data that will inform and reinforce the updated watershed plan and future mitigation prioritization.

FUNDING:

The City has been awarded $75,000 in federal funding for the project. The WMP update is expected to cost $100,000. The City's assumed local cost share will $25,000.

MOTION:

I move to accept contract H1473 for the federal award of $75,000, authorize the mayor to sign under the identified

sections of the agreement, and acknowledge the cost share contribution of the city of $25,000 to complete the project.

ATTACHMENTS:
4673-305-P67_For_Subrecipient_Signature(07-13-26) - Copy.pdf

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Treasure Island
PROJECT #:	4673-305-P67
PROJECT TITLE:	City of Treasure Island Watershed Master Plan
HMGP CONTRACT #:	H1473
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Jessica Modrak Grants Manager 10451 Gulf Blvd Treasure Island, Florida 33706

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of Treasure Island** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign Country of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at 850-332-3406 or email me at **Amanda.Weigand@yagroup.com.**

Agreement Number: **H1473**

Project Number: **4673-305-P67**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Treasure Island
Sub-Recipient's unique entity identifier (UEI/FEIN):	Q5LYQF2ZDXE7 / 596000441
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 11, 2026
Subaward Period of Performance Start and End Date:	March 11, 2026 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$75,000.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$75,000.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$75,000.00
Federal award project description (see FFATA):	Watershed Master Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Amanda.Weigand@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Treasure Island, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Amanda Weigand
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-332-3406
Email: Amanda.Weigand@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Jessica Modrak
   Grants Manager
   10451 Gulf Blvd
   Treasure Island, Florida 33706
   Telephone: 727-547-4575 ext. 220
   Email: jmodrak@mytreasureisland.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 11, 2026 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$75,000.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF TREASURE ISLAND

By: _____

Name and Title: John Doctor, Mayor

Date: _____

FEID#: 59-6000441

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 75,000.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Watershed Master Planning Program

City of Treasure Island Watershed Master Plan

Budget and Scope of Work

STATEMENT OF PURPOSE:

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-305-P67**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Sub-Recipient, City of Treasure Island, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Watershed Master Plan (WMP) for credit under Community Rating System (CRS). This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

The purpose of a Watershed Master Plan (WMP) is to equip communities with a decision-making tool aimed at reducing the risk of increased flooding from future conditions, such as new development, redevelopment, and the impacts of climate change and sea level rise, across a watershed or community. WMP's enable communities to understand current watershed behavior and flooding issues while proactively planning for future challenges driven by growth and climate-related factors.

This project shall result in the development of Watershed Master Plans (WMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. These plans shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (refer to the CRS Coordinator's Manual[1] and additional guidance materials). WMPs will be developed in alignment with the 2021 Addendum and the 2017 National Flood Insurance Program's Community Rating System Coordinator's Manual[2], among other requirements. The Sub-Recipient shall finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

[1] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf;
[2] CRS Coordinator's Manual

TASKS & DELIVERABLES:

A. TASKS

1. Create Preliminary Project Plan based on Initial Flood Modeling and Submit Draft Watershed Master Plan.

The Sub-Recipient shall create a preliminary Watershed Master Plan (WMP), which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There shall be enough detail in the preliminary WMP to verify the required analysis has been completed. Specifically, the required analysis for the preliminary WMP shall include all the Minimum Criteria required for a creditable WMP under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of existing drainage system
    c. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling (highly recommended to use an ISO accepted flood model to receive CRS credit)

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
    a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events.
    b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment.
    c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
    d. Determinations of the change in runoff from current to future, fully developed conditions.
    e. Recommendations for managing at least the 10-year and the 25-year rainfall events.
5. For communities impacted by sea level rise:
    a. evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event.
    b. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2-time frames into the future or any number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:

a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions.

b. the impact of climate change and sea level rise on fully developed conditions.

c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event.

d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event.

e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).

7. The community must adopt the final plan.

8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, previous assumptions on hydrology, sea level rise and future land use, are still applicable.

TASK 1 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit following Task 1 deliverables to the Division:

a) An electronic copy of the preliminary Watershed Master Plan (WMP).

b) A separate electronic document listing how and where in the preliminary WMP the Minimum Criteria listed under Task 1 are met.

c) A separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution.

d) A separate electronic document with all comments between the Sub-Recipient Staff and contractor from their review of the WMP, and

e) Submit previous WMP or if no previous WMP exists submit a letter stating as such.

Reimbursement / Payment for Task 1 shall occur once the Sub-Recipient has received feedback from the Division confirming that their preliminary WMP and Task 1 Deliverables have been approved. To be approved, the preliminary WMP shall show how all the listed Minimum Criteria required for a creditable WMP are intended to be met.

2. Revise Draft Watershed Master Plan and Submit Completed Watershed Master Plan.

After receiving feedback from the Division on the preliminary Watershed Master Plan (WMP), from Task 1 (per Task 1 Deliverables), the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division's feedback, and submit the completed WMP to the Division for review.

The Sub-Recipient shall coordinate, throughout the activities for Task 2, with the applicable Local Mitigation Strategy (LMS) working group to ensure that the working group shall adopt the WMP as an annex in the next LMS update and use the data to inform the risk assessment and mitigation strategy.

TASK 2 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager, for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit the following Task 2 deliverables to the Division:

a) An electronic copy of the completed WMP (after incorporating comments from the Division, if applicable).

b) A signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP shall be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update; and

c) Provide documentation of WMP submittal to ISO/CRS.

Reimbursement / Payment for Task 2 shall occur once the Sub-Recipient has received feedback from the Division confirming that their completed WMP and Task 2 Deliverables have been approved. To be approved, the completed WMP shall show how all the listed Minimum Criteria required for a creditable WMP have been met.

3. Grant Management Tasks:

The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and performing all work plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

The Sub-Recipient shall monitor and manage the procurement and shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

During this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are

accurate and any contracted services are rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information.

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services.

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final project cost. All Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

	Deliverable Value	**Due Date**
Task 1 – Create Preliminary WMP based on Initial Flood Modeling; Submit Draft WMP and additional Task 1 Deliverables	$90,000.00	18 months
Task 2 – Revise Draft WMP; Submit Completed WMP and additional Task 2 Deliverables	$10,000.00	26 months
Total	**$100,000.00**	

Minimum Level of Performance: Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. PROGRAMMATIC

1. The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2. The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3. The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4. Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
5. The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
6. A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
7. Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
8. The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

This is FEMA project number **4673-305-P67.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project to the State on March 11, 2026.

The State of Florida awarded this project on 03/31/26.

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties. The Period of Performance shall end on **May 31, 2028**.

D. FINANCIAL CONSEQUENCES:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5% of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conducting any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

SCHEDULE OF WORK:

Milestones / Tasks		
State Contracting:	3	Months
Local Procurement:	3	Months
Field Work and Data Collection (Task 1)	3	Months
Initial Flood Modeling (Task 1):	3	Months
Preliminary WMP and Task 1 Deliverables (Task 1)	3	Months
Revise WMP and Submit Completed WMP and Task 2 Deliverables (Task 2)	9	Months
Division Approval and Closeout	2	Months
Total Period of Performance:	**26**	**Months**

BUDGET:

Line-Item Budget*

FEES:	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$100,000.00	$75,000.00	$25,000.00
Other	$0.00	$0.00	$0.00
Total Project Fees:	**$100,000.00**	**$75,000.00**	**$25,000.00**

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

FUNDING SUMMARY TOTALS:

Federal Share:		$75,000.00	(75.00%)
Non-Federal Share:		$25,000.00	(25.00%)
Total Project Cost:		**$100,000.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Treasure Island

REMIT ADDRESS: 10451 Gulf Blvd

CITY: Treasure Island STATE: Florida ZIP CODE: 33706

PROJECT TYPE: Watershed Master Plan PROJECT #: 4673-305-P67

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1473

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Treasure Island PAYMENT #:

PROJECT TYPE: Watershed Master Plan PROJECT #: 4673-305-P67

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1473

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF TREASURE ISLAND

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Treasure Island **PROJECT #:** **4673-305-P67**

PROJECT TYPE: Watershed Master Plan **CONTRACT #:** **H1473**

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Treasure Island
Sub-Recipient's Name

H1473
DEM Contract Number

4673-305-P67
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-305-P67

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 75,000.00

OBLIGATION/ACTION DATE: March 11, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: Q5LYQF2ZDXE7

UEID/SAM# +4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Treasure Island

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 10451 Gulf Blvd.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Treasure Island STATE FL ZIP CODE+4** 33706-4814

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Watershed Master Plan (WMP) for credit under Community Rating System (CRS). This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

The purpose of a Watershed Master Plan (WMP) is to equip communities with a decision-making tool aimed at reducing the risk of increased flooding from future conditions, such as new development, redevelopment, and the impacts of climate change and sea level rise, across a watershed or community. WMP's enable communities to understand current watershed behavior and flooding issues while proactively planning for future challenges driven by growth and climate-related factors.

This project shall result in the development of Watershed Master Plans (WMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. These plans shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (refer to the CRS Coordinator's Manual[2] and additional guidance materials). WMPs will be developed in alignment with the 2021 Addendum and the 2017 National Flood Insurance Program's Community Rating System Coordinator's Manual[2], among other requirements. The Sub-Recipient shall finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

[2] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf;
[2]CRS Coordinator's Manual

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☒

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: John Doctor, Mayor

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[3]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[3] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☒ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, City of Treasure Island, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

John Doctor, Mayor of Treasure Island
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	

Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	John Doctor
Signature:	
Title:	Mayor of Treasure Island
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[4] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[5] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[6] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City:_____State:_____Zip: _____

Phone Number: _____

Email Address:_____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[4] As defined in Section 287.138 (1)(d), Florida Statutes.
[5] As defined in Section 287.138 (1)(c), Florida Statutes.
[6] As defined in Section 287.138 (1)(a), Florida Statutes.

AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 4, 2026

SUBMITTED BY: Jessica Modrak, Finance

ITEM TYPE: Recognitions

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Accepted U.S. Department of Commerce Economic Development Administration (EDA) $120k Economic Revitalization & Resiliency Plan Award

BACKGROUND:

In July 2026, the City received a Notice of Award from the U.S. Department of Commerce Economic Development Administration that its application to the FY 2025 EDA Disaster Supplemental Funding program was awarded to fund Treasure Island's first Economic Revitalization and Resiliency Plan. The plan is designed to continue to guide post-hurricane economic recovery, attract investment, diversify the economy, and build long-term resilience to future disasters.

The City Commission authorized pursuing this competitive funding opportunity through Resolution No. 2025-11, approved unanimously on July 1, 2025.

The U.S. Department of Commerce issued a Notice of Funding for the FY 2025 EDA (Economic Development Administration) Disaster Supplemental to fund relevant, crucial, and non-construction economic development planning projects (Readiness Path) to communities with disaster declarations in 2023 and 2024.

Following approval by the City Commission and on-site visit from the EDA and Tampa Bay Regional Planning staff in July 2025, the City submitted its complete application in September 2025 with letters of support from the Tampa Bay Regional Planning Council, Pinellas County Economic Development,

	Pinellas Beaches and Tampa Bay Beaches Chamber of Commerce.
POLICY/PURPOSE:	The purpose of this item is to notify the Commission of the receipt of the $120,000 federal award. The period of performance is July 1, 2026 through November 1,2027. There is no expected action by the commission in order to accept the award. To formally accept the award, the EDA has designated the City Manager to login to the EDA EDGE portal.
STRATEGIC PLAN RELEVANCE:	Financial Health add Economic Development Goal 2: Explore public-private collaborations and grants
ANALYSIS/DISCUSSION:	This project will complete a comprehensive Treasure Island Economic Revitalization and Resiliency Plan that provides a strategic roadmap to guide the City's post-disaster recovery, economic diversification and long-term resilience. The plan will be tailored to address Treasure Island's unique economic challenges and environmental risks and will provide specific policy, infrastructure and funding recommendations to build a more sustainable and adaptive local economy. The Plan will guide Treasure Island toward a more resilient and diversified economy, one less dependent on tourism and better positioned to attract small headquarters, professional services, technology and innovation-driven firms.
FUNDING:	Total Project Cost: $150,000 Federal Investment: $120,000 primarily funding a competitively procured Economic Development Consultant to carry out the work. City Investment: $30,000 (20% local match requirement): The $30,000 local match is largely in-kind staff time ($20,000) plus $10,000 in cash/in-kind services to support the plan's community and business engagement plan.
MOTION:	No motion required.

ATTACHMENTS:
Notice of Award - City of Treasure Island.pdf
Attachment 1 - Scope of Work.pdf
Attachment 2 - Line Item Budget.pdf
Specific Award Conditions.pdf
Final Impact Engagement Narrative _ Treasure Island 09152025.pdf

Department of Commerce
Economic Development Administration

Notice of Award (NoA)
ED26ATL0G0116

RECIPIENT INFORMATION

1. **Recipient Name(s)**
City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706-4814 US

2. **Congressional District of Recipient**
FL-13

3. **Employer Identification Number (EIN)**
596000441

4. **UEI**
Q5LYQF2ZDXE7

5. **Recipient POC**
Jessica Modrak
jmodrak@mytreasureisland.org

6. **Authorized Official**
Charles Van Zant
cvanzant@mytreasureisland.org

FEDERAL AGENCY CONTACT INFORMATION

7. **Grant Specialist**
Lee Godwin
lgodwin@eda.gov

8. **Program Officer**
Lee Godwin
lgodwin@eda.gov

9. **Grant Officer**
Lee Mertins
lmertins@eda.gov

FEDERAL AWARD INFORMATION

10. Award Number / FAIN
ED26ATL0G0116

11. Award Type
Grant

12. Period of performance Start Date & End Date
07/01/2026 - 11/01/2027

13. Federal Share of Cost
$ 120,000

14. Recipient Share of Cost
$ 30,000

15. Total Federal and Recipient Cost
$ 150,000

---

16. Statutory Authority
Public Works and Economic Development Act of 1965, as amended

17. NOFO/RFA #
EDA-DISASTER-2025

18. Project Title
Treasure Island Economic Revitalization and Resiliency Plan

19. Assistance Listing Number and Name
11.307 - Economic Adjustment Assistance

20. Award Action Type
New Competing

21. Multiyear Award?
No

22. R&D Award?
No

23. Construction Award?
No

24. Grants Officer – Signature and Date
– LEE MERTINS Digitally signed by LEE MERTINS
Date: 2026.06.02 13:23:52 -04'00'

25. Recipient – Signature and Date
–

BY ACCEPTING THIS AWARD, THE RECIPIENT IS AFFIRMING THAT IT WILL COMPLY WITH ALL THE TERMS AND CONDITIONS OF THE AWARD. THE AWARD MUST BE ACCEPTED BY THE APPLICANT'S AUTHORIZED OFFICIAL.

RECIPIENT NAME: City of Treasure Island
PROJECT TITLE: Treasure Island Economic Revitalization and Resiliency Plan
AWARD NUMBER: ED26ATL0G0116

This Notice of Award includes the following sections and incorporates all regulations, documents and authorities referenced therein.

I. BUDGET INFORMATION
II. GENERAL TERMS AND CONDITIONS
III. SPECIFIC AWARD CONDITIONS
IV. OTHER

Should there be a discrepancy among these documents, the Specific Award Conditions, including any references, shall control.

SECTION I – BUDGET INFORMATION

The following is the Authorized Budget for this award. Reference Section III – Specific Award Conditions for conditions related to the Authorized Budget.
See Line-Item Budget

SECTION II – GENERAL TERMS AND CONDITIONS

The following regulations and general terms and conditions apply to this award:
□ 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements, as Adopted Pursuant to 2 CFR § 1327.101 for Federal Awards
□ Department of Commerce Financial Assistance General Terms and Conditions
□ Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements
□ 13 CFR Chapter III Economic Development Administration, Department of Commerce Regulations
□ Other: N/A

SECTION III – SPECIFIC AWARD CONDITIONS

The following Specific Award Conditions apply to this award:
See Attachment

SECTION IV – OTHER

N/A

Attachment 1

Authorized Scope of Work

SCOPE OF WORK: Recipient(s) agrees to undertake, prosecute and complete the Scope of Work (SOW) for this Project funded by this Award which SOW is approved and agreed to by the Government as subsequently amended in mutually agreed upon written change order(s) and/or SOW amendment(s), if any. The SOW shall be as set forth and described in a.) the application submitted by Recipient(s) and/or Recipient's authorized representative(s) to the Government for this Award together with b.) all enclosures, materials, documents and other submittals accompanying and supporting the application, c.) all additional materials, documents and/or correspondence requested by the Government and submitted by Recipient(s) and/or Recipient's authorized representative(s) in support and furtherance of the application and d.) such change(s) and/or SOW amendments, if any, requested in writing by the Recipient(s) and/or Recipient's authorized representative subsequent to the date of this Award and approved and agreed to in writing by the Government. To the extent such additional materials, documents and/or correspondence amends and/or clarifies the application, such amendment or clarification shall be controlling. It is agreed that the Recipient(s) and Government intend that the SOW describes a discrete, detailed and specific project that is funded and authorized by this Award and to that end the application and the above-described additional information shall be fairly construed to and shall describe the SOW. As more particularly described in the items B-1 and B-2 of the ED-900 of the grantee's application.

This project will complete a comprehensive Treasure Island Economic Revitalization and Resiliency Plan that provides a strategic roadmap to guide the City's post-disaster recovery, economic diversification and long-term resilience. The plan will be tailored to address Treasure Island's unique economic challenges and environmental risks and will provide specific policy, infrastructure and funding recommendations to build a more sustainable and adaptive local economy. The Plan will guide Treasure Island toward a more resilient and diversified economy, one less dependent on tourism and better positioned to attract small headquarters, professional services, technology and innovation-driven firms.

Attachment 2

Line Item Budget

City of Treasure Island
ED26ATL0G0116

Authorized Budget

Estimated Funding ($)	Proposed	Approved
Federal Share (EDA Amount)	$ 120,000.00	$ 120,000.00
Non-Federal Matching Share	$ 30,000.00	$ 30,000.00
Total Project Costs	$ 150,000.00	$ 150,000.00

Non-Construction

Cost Classification	Proposed	Approved
Personnel	$ 15,500.00	$ 15,500.00
Fringe Benefit	$ 4,500.00	$ 4,500.00
Travel	$ 0.00	$ 0.00
Equipment	$ 0.00	$ 0.00
Supplies	$ 10,000.00	$ 10,000.00
Contractual	$ 110,000.00	$ 110,000.00
Construction	$ 0.00	$ 0.00
Other	$ 10,000.00	$ 10,000.00
Indirect Charges	$ 0.00	$ 0.00
Total Project Costs	$ 150,000.00	$ 150,000.00

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE (DOC)
ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)

Non-Construction Projects: Economic Adjustment Assistance, Short Term Planning, and Technical Assistance Programs under Sections 203, 207, and 209 of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. §§ 3143, 3147 & 3149.

Award: ED26ATL0G0116
Recipient: City of Treasure Island
Project: Treasure Island Economic Revitalization and Resiliency Plan

1. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:** Along with other controlling law, this Award is governed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 CFR part 200, as updated and revised by the final rule published on April 22, 2024 (89 FR 30026). In accordance with the "dates" section of the final rule, the requirements of the revised Uniform Guidance apply to this Award.

2. **Project Contact Information:** Recipient agrees to notify EDA promptly of any changes to Recipient's contact information as specified in the Notice of Award.

3. **Matching Share:** The Recipient agrees to provide the Recipient's Non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal Share requested for such project expenses. The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, as stated on the Notice of Award, whichever is less. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project and will be available as needed for the project.

4. **Federal Share: T**he EDA participation in total eligible project costs will be limited to the lesser of the EDA grant amount or the EDA share of total allowable project costs (as stated on the Notice of Award or the most recent Amendment).

5. **Refund Checks, Interest, or Unused Funds:** If the Recipient needs to return money to EDA, it may use one of the following two methods:

    i. The first is the pay.gov website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments.

ii. The second is paper check conversion. All checks must be made payable to 'Department of Commerce, Economic Development Administration' and include the award number and a description of no more than two words identifying the reason for the payment. A copy of the check should be provided to the EDA Project Officer. The check should be mailed to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address:

NOAA OCFO
Attn: Finance Office, Travel Dept.
1315 East West Highway, SSMC3
Silver Spring, MD 20910

When funds are remitted to EDA by check, the check will be converted into an electronic funds transfer (EFT) by using the account information on the check to debit the payor's account electronically. The debit from the payor's account will usually occur within 24 hours. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of $25.00, which will be collected by EFT.

6. **Waste, Fraud, and Abuse:** Consistent with 2 C.F.R. part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors, or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within 60 days of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient. Further, Recipient will monitor award activities for common fraud schemes (hereinafter 'Fraud Schemes'), such as but not limited to: false claims for materials and labor, bribes related to the acquisition of materials and labor, product substitution, mismarking or mislabeling on products and materials, and time and materials overcharging. Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at https://www.oig.doc.gov/Pages/Contact-Us.aspx, as soon as possible.

7. **Final Project Progress Report**: A final project progress report must be submitted no more than 120 calendar days after the Authorized Award End Date, unless an extension is granted in writing by EDA. Final Project Reports may be posted on EDA's website, used for promotional materials or policy reviews, or otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no page limit for Final Project Reports; however, such reports should concisely communicate key project information and should:

i.) Provide a high-level overview of the activities undertaken;

ii.) Outline the specific regional need the project was designed to address and explain how the project addressed that need and advanced economic development;

iii.) Document the expected and actual economic benefits of the project as of the time the report is written;

iv.) Detail lessons learned during the project that may be of assistance to EDA or other communities undertaking similar efforts; and

v.) Provide any other information necessary to understand the project and its impacts.

8. **Final Financial Report:** A final Form SF-425 must be submitted no more than 120 calendar days after the Authorized Award End Date specified on the Notice of Award (or any subsequently executed Amendment to the Notice of Award), unless an extension is granted in writing by EDA pursuant to 2 CFR § 200.344. Final Financial Reports should follow the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.

9. **Project Progress Reports:** The Recipient agrees to provide the Project Officer with project progress reports, communicating the important activities and accomplishments of the project, on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, for the entire project period. Reports are due no later than one month following the end of the semi-annual period. Progress Reports must be submitted to EDA via EDA's Grants Management Portal in a concise, clear format that outlines the following information in three to six pages: a. a clear, concise overview of the activities undertaken during the reporting period; b. descriptions of accomplishments, benefits, and impacts of the Project and activities, including specific outcomes of Project activities such as job creation/retention, private investment, increased regional collaboration, enhanced regional capacity, and other positive economic benefits; c. upcoming or potential press events or opportunities for collaborative press events to highlight Project activities and benefits; d. a comparison of Project progress with the Project timeline and explanations of any departures from the targeted schedule, descriptions of how these departures will be remedied, and projections of the course of work for the next period; e. an outline of challenges that currently impact or could impact progress on the Project over the next reporting period and means of mitigating this risk; and f. an outline of any areas where EDA assistance (e.g., connections to subject matter experts or other resources, amplifications of activities or impacts) is needed to support the Project; and g. any other key information that would be helpful to your EDA Project Officer.

10. **Financial Reports:** Financial Status Reports (SF-425) must be submitted to EDA on a semi-annual basis via EDA's Grants Management Portal for the reporting periods ending March 31 and September 30, or any portion thereof if applicable, for the period of performance set forth in the Notice of Award or as later memorialized through a mutually agreed-upon Amendment to the Award. Form SF-425 (and instructions for completing this form) is available at: https://www.grants.gov/forms/post-award-reporting-forms.html. Reports are due no later than 30 calendar days following the end of the reporting period.

11. **Staffing Changes:** The Authorized Staffing Plan sets forth Recipient staff primarily responsible for administering this Award. In the event of a change in the professional staff positions primarily funded with the EDA grant, Recipient shall provide the name of the individual selected to fill the position to the Project Officer and a copy of their resume within 30 business days of the selection.

12. **Additional Included Documents:** In addition to the regulations, documents, or authorities incorporated by reference on the Notice of Award, the following additional documents are incorporated by reference into this Award: i. The Recipient's application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation ii. Authorized Scope of Work (Attachment 1) iii. Authorized Staffing Plan (Attachment 2) Should there be a discrepancy among these documents, the Specific Award Conditions shall control.

13. **Project Development Time Schedule:** Recipient agrees to the following project development time schedule: i. Return of executed Notice of Award due no later than 30 calendar days after receipt of Notice of Award ii. Authorized Award End Date is as indicated on the Notice of Award or most recent Amendment iii. Submission of final reports, including Federal Financial Report (Form SF-425) due no later than 120 calendar days from the Authorized Award End Date Recipient shall diligently pursue the development and implementation of the project upon receipt of the Award so as to ensure completion within this time schedule. Recipient shall promptly notify EDA in writing of any event which could substantially delay meeting any of the prescribed time limits for the project set forth in the Award, including those set forth above. Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 CFR §§ 200.339 through 200.343, as applicable.

14. **Award Disbursements:** Reimbursement basis only. EDA will make disbursements using the Department of the Treasury's Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation required by ASAP. Complete information concerning the ASAP system may be obtained by visiting https://www.fiscal.treasury.gov/asap/. To receive disbursements, the Recipient must submit a "Request for Advance or Reimbursement" (Form SF-270 or any successor form)

for the applicable period electronically to the Project Officer, who will review and process the request. Prior to the initial disbursement, Recipients must complete a Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form." The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award. Instructions for submitting the form will be provided during the project kick-off conference.

15. **Scope of Work:** This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the Authorized Scope of Work (Attachment 1). All work on this project must be consistent with the Authorized Scope of Work, unless the Grants Officer has authorized a modification of the scope of work memorialized in writing through execution of an amendment to the Notice of Award.

16. **Allowable Costs and Authorized Budget**: Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Notice of Award, including the Uniform Guidance (see the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" SAC that is applicable to this Award), and the Authorized Budget.

    Except as otherwise expressly provided for within these Specific Award Conditions, the federal share of the allowable costs will be based on the Investment Rate for the Award, as established on the Notice of Award or any subsequent Amendment. In the event of an underrun in total allowable costs for this project, the federal share of allowable costs will be determined by the Investment Rate. The federal share of total allowable costs may not exceed the dollar amount specified on the original Award or any subsequent amendments.

17. **Recipient's Duty to Refrain from Employing Certain Government Employees:** For the two-year period beginning on the date the EDA executes this Award, any Recipient(s) that is a nonprofit organization or District Organization agrees that it will not employ, offer any office or employment to, or retain for professional services any person who, on the date the EDA executes this Award or within the one-year period ending on that date: a. Served as an officer, attorney, agent, or employee of the Department of Commerce; and b. Occupied a position or engaged in activities that the Assistant Secretary of Commerce determines involved discretion with respect to the Award of Investment Assistance under PWEDA. In addition to nonprofit organizations or District Organizations, EDA may require another Eligible Recipient to execute an agreement to abide by the above-described post-employment restriction on a case-by-case basis; for example, when an institution of higher education implements activities under or related to the Award through a separate nonprofit organization or association. The two-year period and associated restrictions referenced above also shall apply beginning on the date the EDA

executes any cost amendment to this Award that provides additional funds to the Recipient(s).

18. **Planning Coordination**: In keeping with regional economic development principles, Recipient should coordinate economic development planning and implementation projects with other economic development organizations affecting the area, especially EDA-funded recipients such as State and urban planning grantees, adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).

19. **Procurement**: The Recipient agrees that all procurement transactions will be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317 - 200.327.

20. **Reaffirmation of Application**: Recipient acknowledges that Recipient's Application for this Award may have been submitted to EDA and signed by Recipient, or by an authorized representative of Recipient, electronically without providing an original 'wet' signature. In addition, the Recipient or an authorized representative of Recipient may have accepted the Award electronically, which includes drawing down any funds under this Award. Regardless of who submitted the Application to EDA or the means by which Recipient submitted the Application or accepted the Award, Recipient hereby reaffirms and states that:

    i. All data in the applicable Application were true and correct when the Application was submitted and remain true and correct as of the date of this Award;

    ii. The Application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and

    iii. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the Application and through the System for Award Management (SAM.gov).

    The Recipient agrees to immediately notify the EDA of any material changes to the Application within 30 calendar days of the date the Recipient becomes of aware of such changes. For purposes of this provision, the term 'Application' includes all documentation and any information provided to EDA as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by EDA after submission of the initial Application.

21. **Freedom of Information Act (FOIA):** EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 C.F.R. part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants and recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain application information publicly available. Accordingly, the Recipient should notify EDA if it believes any Application information to be confidential.

22. **Use of EDA Logo:** Recipient may use the EDA logo pursuant to the below terms and conditions for the following limited purposes: Press releases, social media posts, and websites that build awareness of this Award (note that some advertising and marketing activities are not allowable costs under federal awards as provided at 2 CFR 200.421); and Work products and deliverables developed under this Award (e.g. tools, publications, resource guides, brochures, PowerPoint presentations, technical assistance materials). Recipient may not use the EDA logo for other purposes, including lobbying or issue advocacy, endorsing a product or organization, or communications to elected officials or federal agencies. Recipient may not use the EDA logo in a negative or defamatory manner. Recipient must request and obtain EDA permission prior to certain uses of the EDA logo (see section B, below).

    A. Grant of License: EDA hereby grants to Recipient a non-exclusive, royalty-free right to use the EDA logo for the limited purposes described above (the 'License'). Recipient agrees that: (1) the EDA logo will not be used in a way that would suggest that it is the property of Recipient or any other third party, and (2) Recipient will include the following notice in conjunction with its use of the EDA logo, as appropriate: 'The EDA logo is a trademark of the Economic Development Administration, used with permission.' This License does not grant Recipient the right to use any seal, emblem, logo, or other symbol of the U.S. Department of Commerce or EDA that is not the EDA logo.

    B. Required Approvals for Certain Uses of the EDA Logo: Before Recipient uses the EDA logo for press releases and related materials, Recipient shall send a sample of each print, product, design, or other work to show the proposed use to the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award). Recipient shall not use the EDA logo for the above uses until receiving written approval (including via email) from EDA of the proposed use.

    C. Quality Control: EDA shall have the right, at all reasonable times, to inspect Recipient's goods, services, and promotional activities employing the EDA logo to ensure that such use is of proper quality and otherwise consistent with this License.

    D. Duration and Termination: The License shall terminate on the Award End Date. Recipient may request a renewal of the License for an additional term subject to the express written consent of EDA. Such consent shall be in the form of a properly executed

agreement signed by authorized signatories of EDA and Recipient. Upon termination of the License, all rights of Recipient to use the EDA logo shall immediately terminate. EDA may terminate the License unilaterally and without cause at any time, including if EDA determines that Recipient's use of the EDA logo is inconsistent with the License.

E. Validity and Ownership of EDA Logo: Recipient acknowledges and agrees that EDA is the owner of all right, title, and interest in the EDA logo, and all such right, title, interest, and ownership shall remain with EDA. Recipient further acknowledges that Recipient shall not acquire any right, title, interest, or ownership in the EDA logo by virtue of the License or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. Recipient is prohibited from interfering with EDA's rights in the EDA logo, including challenging EDA's use, registration of, or application to register the EDA logo alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Recipient is further prohibited from attempting to register the EDA logo, any derivatives thereof, or any confusingly similar mark, whether or not registered by EDA, alone or in combination with other words or designs, as a U.S. or foreign trademark or as a part of a domain name.

F. Assignments and Sub-Licenses: The License is not assignable, and any attempt by Recipient to assign any portion of the License shall be deemed a breach of the License and will result in immediate termination of the License. Recipient may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing and distribution activities under the License; Recipient shall provide notice to EDA and must receive prior approval from EDA of any such subcontract prior to manufacturing and distribution activities.

G. Governing Law: The License shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction.

H. Indemnification: Recipient agrees to indemnify and hold EDA harmless from any and all claims, damages, and attorneys' fees arising from the use of the EDA logo by the Recipient and its operations, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof.

I. Obtaining the EDA Logo: For an electronic version of the EDA logo, Recipient should contact the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award).

23. **Executive Order 14173: Ending Illegal Discrimination and Restoring Merit-Based Opportunity:** This award term implements Executive Order 14173, 90 FR 8633 (Jan. 21, 2025),

    Ending Illegal Discrimination and Restoring Merit-Based Opportunity. By accepting this U.S. Department of Commerce financial assistance award, the recipient:

    (1) agrees that compliance in all respects with all applicable Federal antidiscrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of Title 31 United States Code; and

    (2) certifies to the Department that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.

24. **Nonrelocation:** In signing this Award, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs within the U.S. that are located outside of its jurisdiction to within its jurisdiction in competition with other U.S. jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with 2 C.F.R. §§ 200.339 through 200.343 and the DOC STCs, including suspension of disbursements and termination of the Award, which may include the establishment of a debt requiring the Recipient to reimburse EDA.

25. **Performance Data Collection:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010.

    For construction awards, at this time, Recipients must report actual job creation/retention and private investment leverage at three, six, and nine years after an EDA investment. For non-construction awards, EDA anticipates that Recipients must report on specific measures of performance throughout the period of performance and outcomes annually for up to five years after an EDA investment. The Recipient must retain sufficient documentation so that it can submit these required reports. Failure to submit these reports may adversely impact the ability of the Recipient to secure future funding from EDA. EDA reserves the right to change the content, frequency and duration of required reports.

    EDA will provide adequate advance notice of any changes to the required reports so that the Recipient can collect the necessary data. Performance measures and reporting requirements that apply to program activities funded by this investment will be provided

in a separate GPRA information collection document. EDA staff will contact the Recipient in writing within a reasonable period before the deadline for submission of the reports with information on how this data should be submitted. The Recipient must ensure adequate records are kept to support the methodology for computing initial and all subsequent actual performance data, and must make this information available at EDA's request, including in the event of an audit or performance site visit.

26. **Performance Measures Requirements:** The Annual Program Outputs Questionnaire for EDA Grantees (Non-Infrastructure Programs) (Form ED-916) must be submitted by Recipient to EDA on an annual basis during the period of performance of this Award, or as otherwise directed by EDA. EDA will provide Recipient with the first electronic Outputs Questionnaire approximately one year after the date the period of performance starts, as set forth in the Notice of Award. EDA will then provide Recipient subsequent electronic Outputs Questionnaires approximately every year thereafter through the end of the period of performance, or any portion thereof if applicable. Recipient must complete and submit to EDA each electronic Outputs Questionnaire within 30 days of receipt.

    The Annual Capacity Outcomes Questionnaire for EDA Grantees Serving Clients (Non-Infrastructure Programs) (Form ED-917) or the Annual Capacity Outcomes Questionnaire for EDA Grantees not Serving Clients (Non-infrastructure programs) (Form ED-918) must be submitted by Recipient to EDA on an annual basis for five years, or as otherwise directed by EDA. For the Planning, University Center and Trade Adjustment Assistance for Firms programs, the ED-917 or ED-918 forms must be submitted by Recipient to EDA on an annual basis, through the end of the period of performance, or any portion thereof if applicable. If Recipient will directly serve clients (i.e. beneficiaries) under the Authorized Scope of Work, Recipient must submit Form ED-917; if Recipient will not directly serve clients under the Authorized Scope of Work, Recipient must submit Form ED-918. (Recipient should consult the EDA project officer listed on the Notice of Award if Recipient is unsure whether activities in the Authorized Scope of Work constitute serving clients.) Recipient will automatically receive whichever Outcomes Questionnaire is most appropriate, as determined by the EDA project officer, for the Authorized Scope of Work. EDA will provide Recipient with the first electronic Outcomes Questionnaire approximately one year after the date the period of performance starts, as set forth in the Notice of Award. EDA will then provide Recipient subsequent electronic Outcomes Questionnaires approximately every 12 months thereafter for a total of five years, notwithstanding the end of the period of performance. Recipient must complete and submit to EDA each Outcomes Questionnaire within 30 days of receipt.

    EDA may revise or replace the Outputs Questionnaire and/or the Outcomes Questionnaire at any time during or following the period of performance of this Award. Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010 (collectively, GPRA Reports).

Recipient must collect sufficient data and retain sufficient documentation to enable Recipient to complete required GPRA Reports. Failure to submit to EDA required GPRA Reports might adversely impact the ability of the Recipient to secure future funding from EDA.

The Annual Capacity Outcomes Questionnaire for EDA Grantees Serving Clients (Non-Infrastructure Programs) (Form ED-917) or the Annual Capacity Outcomes Questionnaire for EDA Grantees not Serving Clients (Non-infrastructure programs) (Form ED-918) must be submitted by Recipient to EDA on an annual basis for five years, or as otherwise directed by EDA. If Recipient will directly serve clients (i.e. beneficiaries) under the Authorized Scope of Work, Recipient must submit Form ED-917; if Recipient will not directly serve clients under the Authorized Scope of Work, Recipient must submit Form ED-918. (Recipient should consult the above-listed project officer if Recipient is unsure whether activities in the Authorized Scope of Work constitute serving clients.) Recipient will automatically receive whichever Outcomes Questionnaire is most appropriate, as determined by the EDA project officer, for the Authorized Scope of Work. EDA will provide Recipient with the first electronic Outcomes Questionnaire approximately one year after the date the period of performance starts, as set forth in the Notice of Award. EDA will then provide Recipient subsequent electronic Outcomes Questionnaires approximately every 12 months thereafter for a total of five years, notwithstanding the end of the period of performance. Recipient must complete and submit to EDA each Outcomes Questionnaire within 30 days of receipt.

EDA may revise or replace the Outputs Questionnaire and/or the Outcomes Questionnaire at any time during or following the period of performance of this Award. Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010 (collectively, GPRA Reports). Recipient must collect sufficient data and retain sufficient documentation to enable Recipient to complete required GPRA Reports. Failure to submit to EDA required GPRA Reports might adversely impact the ability of the Recipient to secure future funding from EDA.

City of Treasure Island - FY2025 Disaster Supplemental Grant Application
Readiness Path - Impact and Engagement Narrative
Prepared: 8/28/2025

Section 1: Executive Summary

1.1 Project Title: City of Treasure Island, FL Economic Revitalization and Resiliency Plan

1.2 Summary of Project:
The City of Treasure Island seeks FY2025 EDA Disaster Supplemental funding to develop its first-ever Economic Revitalization and Resiliency Plan (ERRP)—a strategic, actionable response to the devastation caused by the 2024 hurricane season. Impacted by Hurricanes Debby (DR-4806-FL, 8/5/24), Helene (DR-4828-FL, 9/26/24), and Milton (DR-4834-FL, 10/9/24), the city experienced widespread economic, physical, and community disruption. The ERRP will serve as a strategic roadmap not only for economic recovery, but also for fostering diversification and building long-term resilience—positioning our community to emerge stronger and more economically vibrant than it was before the disasters.

Treasure Island, a tourism-dependent barrier island on Florida's southwest Pinellas coast, was disproportionately impacted. Though home to only 1% of the county's population, it suffered nearly 10% of storm-related residential damage. More than 3,600 structures were affected, over 36,000 cubic yards of debris removed, and $35 million in municipal losses incurred across City Hall, public safety facilities, the community center, beach pavilion, dune walkovers, and seawalls. Foot traffic in Downtown Treasure Island is down 27.3% as compared from last year.

The local economy is concentrated in six key sectors—accommodation and food services (46%), real estate, retail trade, professional-scientific-technical services, other services, and public administration—with 400 businesses employing 2,500 workers. Storm-related impacts led to a 33% reduction in available lodging supply and a lingering decline in downtown foot traffic by 27.3%. These revenue losses continue to strain municipal budgets and threaten long-term viability of our small-business driven economy.

The ERRP will outline a targeted forward-looking strategy through the following key components:

a. **Economic Assessment** – Analyze the current economic base, workforce conditions, and disaster impacts.
b. **Vision, Goals, and Guiding Principles** – Define the city's economic direction and strategic priorities.
c. **Community Market Demand** – Gather input from residents, visitors, and businesses to identify viable commercial uses and services.
d. **Commercial Real Estate Analysis** – Identify redevelopment opportunities in key commercial areas including John's Pass, Downtown, Treasure Bay, and South Treasure Island.
e. **Redevelopment Barrier Analysis** – Address zoning, permitting, and infrastructure limitations.
f. **Funding & District Financing Strategy** – Explore district models (CRA, BID, DDA, Main Street) and tools to attract private investment.
g. **Resilience Integration** – Recommend risk management strategies and support business continuity planning.
h. **Performance Metrics** – Develop indicators to track job creation, capital investment, and economic progress.

The ERRP will guide Treasure Island toward a more resilient and diversified economy, one less dependent on tourism and better positioned to attract small headquarters, professional services, technology and innovation-driven firms. It will also offer guidance on how to rebuild smarter—incorporating flood risk, land use, business adaptation, and resilient commercial building design, siting, and retrofitting to withstand future disasters.

1.3 Economic Revitalization and Resiliency Plan (ERRP) – Project Goals
The City of Treasure Island's Economic Revitalization and Resiliency Plan (ERRP) will serve as a strategic blueprint for broad-based economic recovery and long-term resilience following the severe impacts of the 2024 hurricane season. Developed through community engagement and aligned with regional and federal strategies, the ERRP aims to drive sustainable growth, reduce vulnerability, and attract private investment.

Goal 1: Accelerate Redevelopment and Recovery
Following major infrastructure and property damage from Hurricanes Helene and Milton, Treasure Island saw a 17.89% decline in just market value—impacting municipal revenue and services. The ERRP will guide targeted redevelopment, strengthen the tax base, and promote resilient rebuilding to improve preparedness and reduce future recovery costs.

Goal 2: Attract Businesses and Create Quality Jobs
To diversify its economy, the City will identify strategies to attract innovation-driven industries, support small businesses, and grow a skilled workforce. Focus areas include high-wage sectors such as technology, finance, and entrepreneurship, paired with workforce training and support for area workers.

Goal 3: Define Metrics for Impact and Accountability
The ERRP will establish key performance indicators to track redevelopment, job creation, tax base growth, capital investment, and economic output. The Tampa Bay Regional Planning Council (TBRPC) will provide technical assistance using REMI PI+ and IMPLAN to monitor outcomes and guide adjustments.

Goal 4: Ensure Long-Term Planning Alignment
The ERRP will integrate with Treasure Island's 2024 Comprehensive Plan update, forthcoming land development code revisions, and a new Economic Development Element. This alignment ensures consistent goals, effective implementation, and policy cohesion for sustained growth.

Goal 5: Strengthen Regional Partnerships
Located within the growing Tampa-St. Petersburg-Clearwater MSA, Treasure Island will collaborate with partners including Pinellas County Economic Development, St. Pete Innovation District, TBRPC, and local Chambers of Commerce to align local recovery with regional innovation and investment opportunities.

Goal 6: Advance Regional and Federal Objectives
The ERRP supports key goals of the Tampa Bay Comprehensive Economic Development Strategy (CEDS), including:

- Promoting a diversified economy and quality job growth
- Supporting business attraction, retention, and international trade
- Increasing inclusion of small and disadvantaged businesses
- Enhancing resilience to natural disasters and economic shifts

By aligning with these priorities, the ERRP will position Treasure Island as a resilient, forward-focused community equipped for broad-based recovery and long-term economic competitiveness.

1.4 Proposed Geographic Region:

The City of Treasure Island is a barrier island situated on the south-west side of Pinellas County, Florida and in the Tampa Bay Economic Development District region.

Section 2: How Proposed Activities Help with Treasure Island's Future

2.1 ERRP and Future Disaster Recovery Funding Applications and Implementation

The proposed ERRP will equip the City of Treasure Island with the data, strategic framework, and community input needed to pursue and implement future disaster recovery funding. By defining an economic vision, identifying redevelopment barriers, and prioritizing catalytic projects aligned with resilience best practices, the ERRP will position the City for programs such as EDA construction grants, FEMA mitigation assistance, and HUD CDBG-DR. It will generate funding-aligned project concepts, strategies, and metrics to support competitive applications. And through its newly formed full-time grant team, the City has invested in its capacity to manage multi-agency funding. The ERRP serves as both a recovery and forward-looking roadmap for long-term economic success and resiliency.

2.2 TI Future Disaster Recovery Funding Applications and Requests

The City of Treasure Island submitted five FEMA Hazard Mitigation Grant Program (HMGP) applications totaling $29 million in July 2025 and plans to apply for Pinellas County CDBG-DR funds in Winter/Spring 2026 to address impacted infrastructure. The ERRP will guide strategic planning and support pursuit of future federal and state disaster recovery and mitigation funding to strengthen long-term economic, infrastructure, and community resilience.

2.3 How Community and Stakeholder Engagement Influenced the ERRP Project

The ERRP builds on Treasure Island's ongoing stakeholder engagement to shape its goals and address redevelopment barriers. Input from business owners, entrepreneurs, chamber leaders, regional partners, and civic leaders ensures alignment with community needs. Engagement through the Rebuild Treasure Island Working Group, City Commission meetings, business and partner outreach informed the decision to pursue the ERRP and guided its proposed framework.

Section 3: Readiness Strategy Development Grant – Additional Prompts

3.1 What questions will the project seek to address?

How to improve the economic conditions and future The ERRP will address key questions central to Treasure Island's recovery: How have the 2024 hurricanes impacted the city's economy, and what is needed to restore and diversify it beyond tourism? What redevelopment opportunities exist, and what zoning, permitting, or infrastructure barriers must be removed? What types of businesses and services align with local demand and market opportunity? What funding tools can support recovery and attract private investment? How can resilient design and land use reduce future disaster impacts? And how will progress be measured through clear, actionable metrics?

3.2 How will the completed plan or plans prepare the applicant organization/community for implement and apply for future disaster recovery funding?

The completed ERRP will position Treasure Island to apply for and manage future disaster recovery funding by identifying priority projects, addressing redevelopment barriers, and aligning with key funding requirements. It will support expansion of the tax base for stronger municipal services, promote economic diversification to reduce vulnerability, increase resident income through quality job creation, and guide resilient downtown development. Together, these outcomes will enhance the City's long-term recovery capacity and readiness for future shocks.

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 4, 2026

SUBMITTED BY: Lisa-Marie Kennedy, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second and Final Reading of Ordinance 2026-20 - Amending Administrative Waivers and Allowable Encroachments

BACKGROUND:

The City of Treasure Island continues to experience significant redevelopment, repair, and elevation activity following the impacts of the 2024 hurricane season. As property owners rebuild and elevate existing structures to comply with current floodplain management requirements and the Florida Building Code, staff has identified certain provisions within the Land Development Regulations (LDRs) that may create practical challenges for otherwise compliant elevation projects.

The Local Planning Agency (LPA) has discussed the increasing number of variance requests associated with redevelopment and elevation projects and directed staff to evaluate opportunities to expand administrative relief where appropriate. The intent of this effort is to address minor site-specific constraints administratively while maintaining the overall purpose and intent of the City's development standards.

This ordinance amends two existing sections of Chapter 68. First, it amends Section 68-35, Administrative Waivers, to authorize a limited administrative waiver process for stair encroachments associated with the elevation of existing structures required to meet current floodplain requirements. Second, it amends Section 68-542, Allowable Encroachments,

to provide additional flexibility for balcony encroachments necessary to maintain access to existing exterior doors when structures are elevated.

POLICY/PURPOSE:

To provide relief to property owners in the post storm /reconstruction environment when elevating existing structures.

STRATEGIC PLAN RELEVANCE:

Bold Action 1: Perform a review of local ordinances and Land Development Regulations
Bold Action 2: Update the City's Comprehensive Plan, local ordinances and Land Development Regulations

ANALYSIS/DISCUSSION:

The proposed amendments are intended to facilitate redevelopment and resiliency improvements while preserving the intent of the City's setback regulations and minimizing impacts to adjacent properties.

The amendment to Section 68-35 establishes an administrative waiver for stair encroachments associated with the elevation of existing structures. Currently, applicants may be required to seek a variance for relatively minor encroachments that are necessary to provide code-compliant access to elevated buildings. The proposed administrative waiver includes specific eligibility criteria and findings, including requirements that the structure be elevated to meet current floodplain standards, that site conditions prevent compliant stair placement within the required setback, and that the encroachment be minimized to the greatest extent practicable. By allowing qualifying requests to be reviewed administratively, the City may reduce the number of variance applications while maintaining appropriate development standards and safeguards.

The amendment to Section 68-542 expands the allowable balcony encroachment provisions for existing structures being elevated to meet floodplain requirements. The current standards may limit the ability to maintain functional access to existing exterior doors, including sliding glass doors, after a structure is elevated. The proposed revisions provide additional flexibility while retaining minimum setback requirements intended to protect adjacent properties.

FUNDING: No funding is requested.

MOTION: I move to approve Ordinance 2026-20 at the second and final public hearing.

ATTACHMENTS:
Final Ordinance 2026-20 Chapter 68 Balcony and Admin Waiver LPA Amendment.docx
Business Impact Estimate - Ord 2026-20.docx
LPA Resolution 2026-03.pdf
Ad 96499 Ordinance 2026-20.pdf

ORDINANCE 2026-20

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68, "ZONING REGULATIONS," OF THE CITY OF TREASURE ISLAND LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 68-35, "ADMINISTRATIVE WAIVERS," TO AUTHORIZE LIMITED ADMINISTRATIVE RELIEF FOR STAIR ENCROACHMENTS NECESSARY TO FACILITATE THE ELEVATION OF EXISTING STRUCTURES TO MEET FLOODPLAIN REQUIREMENTS; AMENDING SECTION 68-542, "ALLOWABLE ENCROACHMENTS," TO PROVIDE ADDITIONAL BALCONY ENCROACHMENT FLEXIBILITY FOR EXISTING STRUCTURES ELEVATED TO MEET FLOODPLAIN REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of Treasure Island is authorized to amend and adopt land development regulations pursuant to Chapter 163, Florida Statutes, and Chapter 177, Florida Statutes; and

WHEREAS, in August, September and October of 2024 the City of Treasure Island ("City") was affected by three hurricanes, two of which caused major structure damage throughout the City; and

WHEREAS, the City wished to provide relief from some existing City Code of Ordinances and Land Development Regulations ("Code"), in this time of substantial repair, elevation, and reconstruction; and

WHEREAS, the City wishes to encourage rebuilding and elevating construction to meet the floodplain regulations of the Code and Florida Building Code; and

WHEREAS, the current balcony encroachment regulations in Section 68-542 may create practical difficulties for redevelopment and elevation of existing structures, particularly where compliance with floodplain management and building code requirements necessitates elevated finished floor elevations; and

WHEREAS, limited additional flexibility for balcony encroachments is necessary to maintain safe and functional access to existing exterior doors, including sliding glass doors, while continuing to preserve minimum separation from adjacent properties; and

WHEREAS, the inclusion of limited administrative waiver authority, including relief for stair encroachments associated with structure elevation and other minimal development standard adjustments, is necessary to provide flexibility during post-storm

reconstruction, ensure compliance with floodplain and building code requirements, and allow practical redevelopment of existing structures while maintaining consistent application of land development regulations and protection of surrounding properties;

WHEREAS, the amendments contained herein promote redevelopment and resiliency objectives while maintaining compatibility with surrounding properties and the intent of the City's setback regulations; and

WHEREAS, the Local Planning Agency met on June 18, 2026, and recommended approval of the following revisions to the Land Development Regulations as shown in Section 2, finding them consistent with the City's Comprehensive Plan and supportive of future post-storm redevelopment; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, the City Commission has reviewed the relevant current Code provisions of the City of Treasure Island and finds that certain modifications are necessary and desirable in support of future post-storm redevelopment; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the interest of the public health, safety and welfare of the City and its residents.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF TREASURE ISLAND:

Section 1. The recitals set forth above are true and correct and adopted herein by reference as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

Section 2. Chapter 68 of the Code of Ordinances of the City of Treasure Island, Florida, is hereby amended and shall read as follows:

(Underlined terms are additions; ~~stricken~~ terms are deletions from the original text)

Sec. 68-35. - Administrative waivers.

(a) Purpose. Administrative waivers provide a process for the city staff to consider requests to waive or modify certain standards of this Code when, special circumstances applicable to the property, including location, shape, size, surroundings, topography, or other physical features, the strict application of the development regulations otherwise applicable to the property denies the property owner privileges enjoyed by other property owners in the vicinity and in the same zoning district.

(b) Applicability. An administrative waiver may be granted to waive or modify any requirement of the land development regulations (LDR) except: permitted land uses; density; floor area ratio; specific prohibitions (for example, prohibited signs), or procedural requirements.

(c) Review authority.

(1) Standard Administrative Waivers.

The CID director may approve an administrative waiver to grant relief from any of the following requirements of the LDR, up to a maximum variance of ten percent of the requirement or a maximum of one foot, whichever is smaller.

(~~1~~a) Distance between structures;

(~~2~~b) Parcel dimensions (not area);

(~~3~~c) Setbacks~~.~~;

(d) On-site parking, loading, and landscaping as provided in subsection (c)(2).

(2) Parking Loading and Landscaping.

An administrative waiver may also be used to grant relief from "on-site parking, loading, and landscaping" up to a maximum reduction of ten percent provided there is less than a one percent reduction in the impervious surface ratio on the site.

(3) Special Administrative Waiver for Stair Encroachments Associated with Structure Elevation.

Notwithstanding the limitations of subsection (c)(1) and to facilitate the elevation and resiliency retrofitting of existing structures, the CID Director may approve one additional stair encroachment up to:

- Forty percent (40%) of a required setback of ten (10) feet or less; or
- Twenty-five percent (25%) of a required setback greater than ten (10) feet;

The CID Director may approve the encroachment only upon finding that all the following conditions are met:

- An existing structure is being elevated to meet current Base Flood Elevation (BFE) or freeboard requirements;

- The staircase is necessary to provide access to a primary entrance, required means of egress, or required utility, mechanical, or service access.
- Existing structure configuration or site conditions prevent compliant stair access from being achieved within the required setback.
- The stair configuration is located to minimize impacts to adjacent properties to the maximum extent practicable.
- The staircase is the minimum width necessary to meet applicable access and building code requirements.
- No more than one (1) stair encroachment administrative waiver under this subsection shall be granted per structure.

~~(5) An administrative waiver may also be used to grant relief from "on-site parking, loading, and landscaping" up to a maximum reduction of ten percent provided there is less than a one percent reduction in the impervious surface ratio on the site.~~

(d) Application filing and processing. An application for an administrative waiver shall be completed, filed, the required application fee, as set by the city commission in appendix A, paid and processed in compliance with this chapter. It is the responsibility of the applicant to provide evidence in support of the findings required in subsection (f).

(e) Project review, notice and hearing. Each application shall be reviewed by the CID director to ensure that the proposal complies with this section, and other applicable requirements of the LDR. The CID director may approve or deny an administrative waiver without a public hearing or public notice.

(f) Findings and decision. The CID director may approve or deny an application for an administrative waiver. The CID director shall record the decision and the findings on which the decision is based.

(1) General findings. The CID director may approve an administrative waiver only after first making all of the following findings.

a. There are special circumstances applicable to the property, including size, shape, topography, location, or surroundings, so that the strict application of the LDR deprives the property of privileges enjoyed by other property in the vicinity and within the same zoning district;

b. The approval of the administrative waiver includes conditions of approval as necessary to ensure that the adjustment granted does not constitute a

grant of special privileges inconsistent with the limitations upon other properties in the vicinity and within the same zoning district; and

c. The administrative waiver is consistent with the comprehensive plan, and any other adopted plan or policy of the city.

(2) Reasonable accommodation. The CID director may also grant an administrative waiver to the site planning or development standards of the LDR in compliance with this section, based on the finding that the waiver is necessary to accomplish a reasonable accommodation of the needs of a disabled person, in compliance with the Americans with Disabilities Act (ADA).

(3) Sanitation service. The CID director may also grant an administrative waiver to the site planning or development standards of the LDR in compliance with this section, based on the finding that the waiver is necessary to install a dumpster and provide traffic circulation on the site for the sanitation vehicle.

(4) Improvements to existing buildings. The CID director may also grant an administrative waiver to a development standard of the LDR in compliance with this section, based on the finding that the improvement is required by the Florida Building Code.

(g) Conditions of approval. In approving an administrative waiver, the CID director:

(1) Shall impose conditions to ensure that the approval does not grant special privileges inconsistent with the limitations on other properties in the vicinity and zoning district in which the property is located; and

(2) May impose any reasonable conditions to ensure that the approval complies with the findings required by subsection (f).

(h) Appeal procedures. A property owner that is denied an administrative waiver may file an appeal which will be heard by the planning and zoning board. The fee and process of the appeal shall follow the requirements of an "appeals to administrative decisions."

Sec. 68-542. - Allowable encroachments.

There are two instances when the city permits encroachments into the required setbacks provided in sections 68-541 and 68-561 to meet the floodplain elevation requirements of the Florida Building Code and Chapter 66 of the Code.

(1) *Existing structure being elevated.* An encroachment to the setbacks provided in sections 68-541 and 68-561 is allowed specifically when existing structures are elevated to meet the floodplain elevation requirements of the Florida Building Code and Chapter 66 of the Code.

a. One set of stairs, which may include the required meter platform and stairs for meter access, is allowed to encroach into the setbacks. In all cases this encroachment must be designed to be the minimum encroachment necessary to allow access to the building and meter. The encroachment for the stairs shall be located as far from adjacent properties as possible. The maximum width for the stairs and landing is three feet clear and the maximum for the meter landing portion is five-foot clear, unless a greater width is mandated by the Florida Building Code.

b. To maintain access to existing doors, inclusive of sliding glass doors, ~~O~~one (1) balcony associated with the principal structure may ~~is allowed to~~ encroach into the required setbacks. The balcony shall serve existing exterior doors and may extend along the full length of the side of the building facing the yard. The encroachment for the balcony shall be located as far from adjacent properties as possible. The maximum depth of the balcony if five (5) feet measured to the inside edge of the railing. ~~The maximum width for the balcony shall be 12 feet measured to the outside edge of the platform and the maximum depth for the balcony is three feet clear measured to the inside edge of the railing~~, unless a greater ~~width~~ depth is mandated by the Florida Building Code. In all cases, ~~This~~ the balcony shall maintain ~~be located at least~~ a minimum setback of five (5) feet from all property lines.

(2) *Existing structure is required to install a new elevated meter.* An encroachment to the setbacks provided in sections 68-541 and 68-561 is allowed specifically when existing structures must install a new elevated meter and meet the floodplain elevation requirements of the Florida Building Code and Chapter 66 of the Code.

One set of ~~the~~ stairs for meter access and the required meter platform is allowed to encroach into the setbacks. In all cases this encroachment must be designed to be the minimum encroachment necessary to allow access to the meter. The encroachment for the stairs shall be located as far from adjacent properties as possible. The maximum width for the stairs is three-foot clear and the maximum for the meter landing portion is five-foot clear, unless a greater width is mandated by the Florida Building Code.

Section 3. All ordinances in conflict herewith are repealed to the extent necessary to give this ordinance full force and effect.

Section 4. Should any section, paragraph, clause, sentence, item, word or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part hereof, not so declared to be invalid.

Section 5. It is the intent of the City Commission that the provisions of this Ordinance shall become codified and made a part of the Code of Ordinances of the City of Treasure Island, Florida, and the sections cited in this Ordinance may be renumbered, reformatted or re-lettered to accomplish such intention.

Section 6. This Ordinance shall become effective immediately upon its passage.

CITY OF TREASURE ISLAND, FLORIDA

FIRST READING and PUBLIC HEARING on the ____ day of _____, 2026.

SECOND READING and PUBLIC HEARING on the ____ day of _____, 2026.

PUBLISHED in the Tampa Bay Times on the ____ day of _____, 2026.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, Clerk

Approved as to Form:

_____
Vose Law Firm, City Attorney

City of Treasure Island
Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2026-10

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68, "ZONING REGULATIONS," OF THE CITY OF TREASURE ISLAND LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 68-35, "ADMINISTRATIVE WAIVERS," TO AUTHORIZE LIMITED ADMINISTRATIVE RELIEF FOR STAIR ENCROACHMENTS NECESSARY TO FACILITATE THE ELEVATION OF EXISTING STRUCTURES TO MEET FLOODPLAIN REQUIREMENTS; AMENDING SECTION 68-542, "ALLOWABLE ENCROACHMENTS," TO PROVIDE ADDITIONAL BALCONY ENCROACHMENT FLEXIBILITY FOR EXISTING STRUCTURES ELEVATED TO MEET FLOODPLAIN REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):

The purpose of the ordinance is to facilitate safe and functional rebuilding consistent with floodplain management and Florida Building Code requirements, while maintaining appropriate setbacks and compatibility with surrounding properties. This Ordinance supports post-storm recovery, redevelopment, and resiliency objectives, while promoting the public health, safety, and welfare of the City and its residents.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city, including the following, if any: N/A

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; N/A

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; N/A

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance: N/A

D. Additional information the governing body deems useful (if any): N/A

LOCAL PLANNING AGENCY
RESOLUTION NO. 2026-03

A RECOMMENDATION TO THE CITY OF TREASURE ISLAND CITY COMMISSION FOR THE APPROVAL OF AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING SECTION 68-35, "ADMINISTRATIVE WAIVERS," TO AUTHORIZE LIMITED ADMINISTRATIVE RELIEF FOR STAIR ENCROACHMENTS NECESSARY TO FACILITATE THE ELEVATION OF EXISTING STRUCTURES TO MEET FLOODPLAIN REQUIREMENTS; AMENDING SECTION 68-542, "ALLOWABLE ENCROACHMENTS," TO PROVIDE ADDITIONAL BALCONY ENCROACHMENT FLEXIBILITY FOR EXISTING STRUCTURES ELEVATED TO MEET FLOODPLAIN REQUIREMENTS"

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulation amendments; and

WHEREAS, on June 18, 2026, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on June 18, 2026, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2026-20 amending Chapter 68, "Zoning Regulations" and has considered the information received at said public hearing; and

WHEREAS, on June 18, 2026, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2026-20 to the City Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, Florida, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Land Development Regulations, as set

forth in Exhibit "A", Ordinance 2026-20, with the recommendation to approve said amendments, as amended.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 18th Day of June 2026.

TREASURE ISLAND LOCAL PLANNING AGENCY

Richard Harris, Chair
Local Planning Agency

06-24-2026
Date

ATTEST:

Tia Payton, Deputy City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Vose Law Firm, City Attorney

9649

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jes Bowling who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2026-20 was published in said newspaper by print in the issues of 07/15/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant Jesaca Bowling
Sworn to and subscribed before me this **07/15/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

JEAN M MITOTES
Notary Public - State of FLORIDA
Commission # HH 577686
My Commission Expires July 31, 2028

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of the City of Treasure Island, Florida shall hold a second reading and public hearing on the following ordinance:

ORDINANCE 2026-20

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 68, "ZONING REGULATIONS," OF THE CITY OF TREASURE ISLAND LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 68-35, "ADMINISTRATIVE WAIVERS," TO AUTHORIZE LIMITED ADMINISTRATIVE RELIEF FOR STAIR ENCROACHMENTS NECESSARY TO FACILITATE THE ELEVATION OF EXISTING STRUCTURES TO MEET FLOODPLAIN REQUIREMENTS; AMENDING SECTION 68-542, "ALLOWABLE ENCROACHMENTS," TO PROVIDE ADDITIONAL BALCONY ENCROACHMENT FLEXIBILITY FOR EXISTING STRUCTURES ELEVATED TO MEET FLOODPLAIN REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This ordinance will be considered on second reading and public hearing on Tuesday, August 4, 2026, at 6:00 PM in the Treasure Island City Hall Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida, 33706. Interested parties may appear at this hearing and be heard with respect to the proposed ordinance. Copies of the ordinance are available for inspection in the Office of the City Clerk located at Treasure Island City Hall, 10451 Gulf Blvd, Treasure Island, Florida, 33706, between the hours of 8:00 AM and 4:30 PM Monday through Friday.

Any person desiring to file an appeal to the action taken will need a record of the proceedings and for such purpose may be required to ensure a verbatim transcript is made. Said transcript shall include the testimony and evidence upon which the appeal is based and shall be made by the appellant at his or her expense.

The City maintains a video recording of all public hearings. In the event that you wish to appeal a decision, the video may or may not adequately ensure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk, City of Treasure Island, 10451 Gulf Blvd, Treasure Island, Florida 33706, (727) 547-4575, at least 7 days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Lisa-Marie Kennedy, City Clerk

07/15/26 jb 96499-1

AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 4, 2026

SUBMITTED BY: Lisa-Marie Kennedy, Administration

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Resolution 2026-06, Referendum Election on Amending Section 3.07(c) of the City Charter to Require a Supermajority Vote for Planned Developments or Special Area Plans

BACKGROUND:

Section 3.02 and Article VII of the Charter of the City of Treasure Island, Florida (the "Charter"), authorize the electors of the City to propose and adopt amendments to the Charter by petition and referendum.

On June 3, 2026, an Affidavit for Commencement of Proceedings, Petition for Referendum to Amend the Treasure Island City Charter, was sworn to and executed by eighteen (18) affiants constituting the Petitioners' Committee. The affidavits were filed with the City Clerk on June 5, 2026.

On June 30, the Petitioners' Committee presented six hundred forty-three (643) petitions/signature pages to the City Clerk for verification.

On July 16, 2026, the Pinellas County Supervisor of Elections completed verification of the petitions and reported that, of the 643 petition pages filed, 536 signatures were verified as qualified electors of the City, exceeding the 415 verified signatures required for sufficiency.

	On July 20, 2026, the City Clerk, pursuant to Section 166.031, Florida Statutes, and Sections 3.02 and VII of the Charter, issued a Certificate as to Sufficiency of Petition for Referendum to Amend the Treasure Island City Charter, Section 3.07(c), certifying the petition to be SUFFICIENT and containing the requisite number of valid signatures of qualified electors of the City.
POLICY/PURPOSE:	To call a referendum election to be held in conjunction with the November 3, 2026, General Election for the purpose of submitting to the qualified electors of the City the question of whether Section 3.07(c) of the Charter should be amended.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	The Supervisor of Elections deadline for the question to appear on the November 3, 2026, general election ballot is August 7, 2026. The City Charter, Section 7.6, requires that the "vote of the qualified electors of the city on a proposed or referred ordinance shall be held not less than sixty (60) days and not later than (120) days from the date the petition was determined sufficient. If no regular city election is to be held within the period described in this subsection, the commission shall provide for a special election." A special election will result in substantially higher costs from the Pinellas County Supervisor of Elections.
FUNDING:	The Supervisor of Election's has quoted $509.40 to administer the referendum election.
MOTION:	Move to **approve/reject** Resolution 2026-06.

ATTACHMENTS:

AGENDA ITEM NO. H.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 4, 2026

SUBMITTED BY: Victor Ortiz, Finance

ITEM TYPE: Resolutions

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Resolution 2026-05 Establishing an Auditor Selection Committee

BACKGROUND: Chapter 218 of the Florida Statutes requires an annual financial audit to be performed by an independent certified public accounting firm duly licensed under Chapter 473 and qualified to conduct audits in accordance with government auditing standards. The current 5-year contract for auditing services with Carr, Riggs and Ingram expires after the audit of FY 2025, which is nearing completion.

Section 218.391 Florida Statutes (amended to be effective July 1, 2019 for any new audit selections) further states that an auditor selection committee shall be established whose primary purpose is to assist the governing body in selecting an auditor to conduct the annual financial audit. Further that committee may also serve in other audit oversight purposes as determined by the Commission.

Historically, the City adopted the Resolution 2021-03 where an Auditor Selection Committee was comprised of either three City Commissioners or two City Commissioners and a third member of the public who is currently or was a former Finance Director for a local government agency. The Auditor Selection Committee also serves as the Audit Committee tasked with audit oversight.

POLICY/PURPOSE: Establish the Auditor Selection Committee, which will also serve as the Auditor Selection Committee as required by Florida Statute.

STRATEGIC PLAN RELEVANCE: This is a regulatory requirement.

ANALYSIS/DISCUSSION:

The Auditor Selection Committee shall consist of at least 3 members. While not required, it is a best practice of the Governmental Financial Officer Association (GFOA) to have an Audit Committee by resolution and/or other legal process to provide oversight in the audit process. Pursuant to Section 218.391 (2)(d), Florida Statutes, the Audit Selection Committee can serve as both the Audit Committee and Auditor Selection Committee. The Audit Committee can be confirmed annually to provide general oversight of the audit process if desired by scheduling a meeting with the auditors during the audit period.

City staff recommends that the Auditor Selection Committee ("Committee"), who will also serve as an Audit Committee, consist of three City Commissioners. Florida Statutes requires a minimum of three members, with at least one member being a member of the governing body. Employees, the Chief Executive, or the Chief Financial Officer may not serve as a voting member on the committee, but may serve in an advisory capacity on the committee. As the Committee meets over the next couple of months to solicit an independent Audit Firm, Assistant Finance Director, David Green, will guide the committee through the procurement process and CFO Victor Ortiz will serve in an advisory capacity.

The committee shall establish the evaluation factors for audit services, publicly announce requests for proposals (RFP), provide interested firms with a RFP, evaluate proposals by qualified firms, and rank and recommend firms to the City Commission. The procurement process shall take place over the next 2 months with a goal of recommending award for auditing services for another 5-year contract to the Commission in November 2026.

Because the RFP needs to be advertised soon, Committee members must meet quickly to review the evaluation criteria before it is posted. Staff recommends the commission make

committee assignments now and hold the first committee meeting as soon as possible. Committee meetings will be advertised as public meetings. It is estimated that 2 subsequent meetings will be required to review and rank the proposals received and to hold interviews with the selected firms (during business hours).

The adoption of the proposed resolution will nullify and replace prior resolution 2021-03, establishing the Auditor Selection Committee.

FUNDING:

There is no cost associated with the establishment of an Auditor Selection Committee, however, the cost of auditng service is included in the budget annually.

MOTION:

I move to adopt Resolution No 2026-05 establishing an Auditor Selection Committee, which will also serve as the Audit Committee as required in section 218.391 of Florida Statutes.

ATTACHMENTS:
Resolution 2026-05 Auditor Selection Committee.docx

RESOLUTION NO. 2026-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND ESTABLISHING AN AUDITOR SELECTION COMMITTEE, WHICH WILL ALSO SERVE AS THE AUDIT COMMITTEE AS REQUIRED IN SECTION 218.391 OF FLORIDA STATUTE AND PROVIDING AN EFFECTIVE DATE

WHEREAS, section 218.39, Florida Statutes requires the City of Treasure Island to have annual financial audit; and

WHEREAS, section 218.391, Florida Statutes, provides for the auditor selection procedures, which require establishing an Auditor Selection Committee consisting of at least three members, of which at least one must be a City Commissioner; and

WHEREAS, pursuant to section 218.391, Florida Statutes, the primary purpose of the Auditor Selection Committee is to assist the governing body in selecting an auditor to conduct the annual financial audit; however, the committee may serve other audit oversight purposes as determined by the governing body; and

WHEREAS, this resolution will establish an Auditor Selection Committee, which will also serve as the Audit Committee tasked with audit oversight; and

WHEREAS, this resolution will establish an Auditor Selection Committee whose members consist of three City Commissioners; and

WHEREAS, the adoption of this resolution will repeal and replace Resolution 2021-03; and

WHEREAS, the City of Treasure Island Commission, after due consideration, has determined that establishing an Auditor Selection Committee who will also serve the Audit Committee is in the best interest of the City of Treasure Island.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE THAT:

Section 1. The Treasure Island City Commission establishes an Auditor Selection Committee whose primary purpose is to assist the governing body in selecting an auditor to conduct the annual financial audit. The Auditor Selection Committee will also serve as the Audit Committee tasked with audit oversight.

Section 2. The Auditor Selection Committee membership will consist of three City Commissioners. The City's Chief Financial Officer shall serve in an advisory capacity to the Auditor Selection Committee.

Section 3. The three City Commissioners appointed to the committee shall be:

_____

_____

_____

Section 4. This Resolution will repeal and replace Resolution 2021-03.

Section 5. This Resolution is effective immediately upon August 4, 2026.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 4th day of August, 2026 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST | City Clerk:

_____
Signature

AGENDA ITEM NO. H.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 4, 2026

SUBMITTED BY: Lisa-Marie Kennedy, Administration

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Consider Establishing a Charter Review Committee

BACKGROUND: The City Charter requires the City Commission to consider a review of the Charter every five years. The last Charter Review was initiated in 2021.

Appointments to the committee are not defined in the City Charter. In 2021, each Commissioner made one appointment from their district and the Mayor made three, at-large appointments to the committee.

The resolutions from 2021 are attached as a reference.

Section 6.01. - Charter review committee.

The city commission shall consider the necessity for review of this Charter no later than once every five (5) years. If, in the opinion of the majority of the city commission, review of said Charter is advisable, the city commission may appoint a charter review committee to conduct said review and make recommendations to the city commission.

The City Charter may be amended in two (2) ways.

Initiation by Ordinance - The City Commission, may by ordinance, propose amendments to any part or all of this Charter, except Article II prescribing boundaries, and upon passage of the initiating ordinance shall place the proposed amendment to a vote of the electors at the next general

election held within the city or at a special election called for such purpose. Amendment of Article II resulting from annexation done in accordance with general law shall be by ordinance of the commission and shall not be subject to a vote of the electors except as provided by general law.

Initiation by Petition - Pursuant to the applicable provisions set forth in article VII of this Charter, the electors of the city may propose amendment to the Charter by petition signed by at least twenty-five (25) percent of the total number of qualified electors registered to vote in the last regular city election.

POLICY/PURPOSE:

City Charter, Article VI - General Provisions, Section 6.02 - Charter Amendment

The City Commission shall consider the necessity for review of this Charter no later than once every five (5) years. If, in the opinion of the majority of the City Commission, review of said Charter is advisable, the City Commission may appoint a Charter Review Committee to conduct said review and make recommendations to the City Commission.

STRATEGIC PLAN RELEVANCE:

The City Charter is part of the foundation for the Strategic Plan as a whole.

ANALYSIS/DISCUSSION:

If the Commission decides to form a Charter Review Committee, a resolution will be brought back on August 18th outlining the composition and meeting guidelines. The City Clerk's Office will advertise the committee, and the Commission will make appointments to the Charter Review Committee in late September or early October.

If a City Charter review committee is formed at this time, a potential goal of the committee would be to put forth any charter changes to a vote of the electorate on the November 2027 ballot.

FUNDING:

No funding necessary.

MOTION:

I move to the initiation of a Charter Review Committee.
OR
I move to defer the creation of the Chart Review Committee.

ATTACHMENTS:
RES2021-13 CHARTER REVIEW COMMITTEE.pdf
RES2021-20 Charter Review Committee.pdf

RESOLUTION NO. 2021-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND FINDING THERE IS A NECESSITY FOR REVIEW OF THE CHARTER OF THE CITY OF TREASURE ISLAND, FLORIDA, PURSUANT TO SECTION 6.01 OF THE CITY CHARTER; PROVIDING FOR THE ESTABLISHMENT OF A CHARTER REVIEW COMMITTEE; PROVIDING GUILDELINES FOR THE APPOINTMENT OF MEMBERS; PROVIDING ORGANIZATIONAL GUILDELINES; PROVIDING FOR THE POWERS OF THE CHARTER REVIEW COMMITTEE; AND PROVIDING FOR AN EFFECTICE DATE.

WHEREAS, the Charter of the City of Treasure Island provides that the City Commission shall consider the necessity for review of the Charter no later than once every five (5) years; and

WHEREAS, if, in the opinion of the majority of the City Commission, review of the Charter is advisable, the City Commission shall appoint a Charter Review Committee to conduct said review and make recommendations to the City Commission as to whether there should be any amendments to the City Charter; and

WHEREAS, the City Commission has considered the necessity for review of the Charter; and

WHEREAS, the City Commission desires to establish and appoint a Charter Review Committee to make recommendations to the City Commission concerning the City Charter.

NOW THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE:

SECTION 1. In the opinion of the majority of the City Commission, review of said Charter is advisable.

SECTION 2. It is the intent of the City Commission to create a special purpose committee for the purpose of reviewing and recommending to the City Commission any amendments to the City's Charter that the Charter Review Committee finds advisable, as provided by Section 6.01 of the City Charter.

SECTION 3. COMPOSITION; START UP; TERM; VACANCIES; SUPPORT; QUORUM; SERVICE; AND MEETINGS.

A. Composition: There shall be one (1) member of the Charter Review Committee appointed from each election district from within the City, who shall be appointed by the City Commission based upon the recommendations from the city commissioner elected from that district. In addition, there shall be three (3) members appointed from the city at-large, who shall be appointed by the City Commission based upon the recommendation of the mayor. Members who

are appointed shall be electors of Treasure Island and may or may not be a member of any other city board.

B. Start Up: At the first meeting of the Committee, a chair and a co-chair will be appointed. The Committee shall utilize the City Commission Rules of Procedure, as amended from time to time, to carry out their duties efficiently and effectively.

C. Term: The Committee shall serve until the Charter review is completed and recommendations are submitted to the Commission. Once the recommendations are submitted, (unless the Commission has further requests of the Committee) the Committee shall automatically expire.

D. Vacancies: If a vacancy arises, the Commission by majority vote shall appoint a member to fill the vacancy as provided for in Section 3, A. Composition.

E. Legal and Staff Support: The City Attorney shall assist and provide legal support to the Committee and shall act as facilitator for meetings as needed. Further, City Staff will be made available to assist the Committee as needed.

F. Quorum: The presence of four (4) or more members shall constitute a quorum. A simple majority vote of members present and voting is required for official action by the Committee.

G. Service: Board members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the City Commission or otherwise provided by law.

H. Meetings: Meetings of the Committee shall occur at City Hall on two days per month, which will be set by the City Manager based on City facilities availability, Committee members availability, City staff and City Attorney availability (i.e. the second and fourth Thursdays of the month, between 1-9 PM.) Additional meetings or any meeting changes may be made as mutually agreed upon between the City Attorney and a quorum of the Committee, so long as City facilities are available.

I. Completion. The Committee shall complete a thorough review of the City's Charter in determining any recommended revisions. The Commission desires the Committee make every effort to try to complete its task in time for any proposed Charter Amendments to be placed on the ballot for the November 2022 Election, at the latest.

SECTION 4. OATH OF OFFICE. Upon appointment, each member of the Committee shall, before entering upon discharge of his/her duties of office, take an oath of office.

SECTION 5. POWERS OF THE CHARTER REVIEW COMMITTEE. The Committee is authorized solely to review the current City Charter and make recommendations to the City Commission.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage by the Commission.

The forgoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 17th day of August, 2021 by Commissioner Partridge who moved its adoption; was seconded by Commission Toth and upon roll call, the vote was:

YEAS: Partridge, Wetzel, Toth, Doctor + Payne
NAYS: —
ABSENT OR ABSTAINING: —

CITY OF TREASURE ISLAND * FLORIDA
SEAL
INCORPORATED
1955

J. Tyler Payne, Mayor

ATTEST:

Ruth Nickerson, City Clerk



ARTICLE VI. GENERAL PROVISIONS

Section 6.01. Charter Review Committee

The City Commission shall consider the necessity for review of this Charter no later than once every five (5) years. If, in the opinion of the majority of the City Commission, review of said Charter is advisable, the City Commission may appoint a charter review committee to conduct said review and make recommendations to the City Commission.

RESOLUTION 2021-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND APPOINTING INDIVIDUALS TO SERVE ON THE CHARTER REVIEW COMMITTEE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Charter of the City of Treasure Island provides that the City Commission shall consider the necessity for review of the Charter no later than once every five (5) years; and

WHEREAS, the City Commission established a Charter Review Committee with the adoption of Resolution 2021-13; and

WHEREAS, the City Commission desires to appoint seven (7) Board Members in accordance with Resolution 2021-13; and,

WHEREAS the City of Treasure Island Commission, after due consideration, has determined that is in the best interest of the City of Treasure Island to make these appointments to the Charter Review Committee.

BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND THAT:

1. The following individuals shall be appointed as members to the Charter Review Committee.

Dennis Fagan	#1	Josh Ward	At Large
Mike Biondi	#2	Gary Potenziano	At Large
Michele Smith	#3	Tammy Vasquez	At Large
Mary Catherine Daughtry	#4		

2. This Resolution shall be effective September 20, 2021.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 20th day of September 2021 by Commissioner Partridge who moved its adoption, seconded by Commissioner Toth and upon roll call, the vote was:

YEAS: Partridge, Wetzel, Toth, Doctor, Payne
NAYS: ∅
ABSENT OR ABSTAINING: ∅

Attest: Ruth A. Nickerson
City Clerk Ruth A. Nickerson, CMC

Sign: J. Tyler Payne
Mayor J. Tyler Payne

CITY OF TREASURE ISLAND ★ FLORIDA
SEAL
INCORPORATED 1955

AGENDA ITEM NO. H.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 4, 2026
SUBMITTED BY:	Gary Volenec, Public Works
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Piggyback Agreement with Ajax Paving Industries of Florida for Roadway Resurfacing and Repair Services
BACKGROUND:	The City previously piggybacked a paving contract from Hillsborough County. That contract expired and Hillsborough County has since awarded a new contract to Ajax Paving Industries of Florida. The 2-year contract was awarded on March 4, 2026 and expires on March 4, 2028.
POLICY/PURPOSE:	Provide for a new piggyback contract for repaving projects to maintain City roadway infrastructure. Approving the contract enables Public Works staff to quickly and efficiently address repaving projects in the Capital Improvements Program through 2027.
STRATEGIC PLAN RELEVANCE:	Goal 1: Protect City assets to sustain the future of Treasure Island; and Objective 1: Assess status, and maintain City-owned infrastructure (seawalls, stormwater, sanitary sewer, roads and buildings).
ANALYSIS/DISCUSSION:	Based on services provided under the existing contract, staff is of the opinion that it is in the City's best interest to award the contract for a new term in accordance with Hillsborough County's contract documents.
FUNDING:	The funding for this contract will come primarily from City funds covering Infrastructure.
MOTION:	Move to approve a Piggyback Agreement with Ajax Paving

Industries of Florida for Roadway Resurfacing and Repair Services.

ATTACHMENTS:
PE Agreement - Ajax.pdf
PE Contract Addendum - Ajax.pdf
Composite Exhibit A.pdf
Ajax Offer Letter.pdf

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND AJAX PAVING INDUSTRIES OF FLORIDA, LLC
PERTAINING TO
ROADWAY RESURFACING AND REPAIR SERVICES

CONTRACT NUMBER 26-014-PB

This Contract is made and entered into on the 4th day of August, 2026 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and corporate and organized and existing under the Laws of Florida whose address is: City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, Florida 33706 (**"CITY"**), and Ajax Paving Industries of Florida, LLC, whose address is One Ajax Drive, North Venice, Florida 34275 ("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, pursuant to its procurement policies and procedures, when in its best interest, the City is authorized to contract with vendors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a "piggyback" procedure; and

WHEREAS, the CONTRACTOR has submitted a competitive proposal to Hillsborough County, Florida for Roadway Resurfacing and Repair Contract in response to IFB-25-00314;

WHEREAS, as the successful competitive bidder to the Solicitation, Contractor subsequently entered into a contract with Hillsborough County dated March 4, 2026 ("Original Contract"), which is attached hereto along with a copy of the Solicitation and copies of Contractor's response and award—if applicable—as **Composite Exhibit A**; and

WHEREAS, Contractor agreed to make available to the City the prices submitted under the terms and conditions of the Original Contract, which the City desires to piggyback off of; and

WHEREAS, Contractor represents and warrants that Contractor has acted at all times in accordance with the provisions of Florida law with respect to the Solicitation, its bid, and award; and

WHEREAS, Contractor is willing to perform for the City Project pursuant to the terms of the Original Contract with only the modifications set forth herein so as to limitedly address the logistics of contracting with the City; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for the City Project and the City Commission desires to procure those services under the same terms, conditions, and specifications as of the Original Contract.

NOW THEREFORE, in consideration of the mutual benefits to the City and Contractor, the receipt and adequacy of which is hereby acknowledged, the following covenants are set forth, which the parties hereby agree to as follows:

1. The above recitals and all exhibits hereto are true and correct and are incorporated herein by reference. Contractor's representations and warranties set forth in the recitals as incorporated into this Agreement by this reference are a material component to the City's ability to enter into this Agreement. Contractor shall fully indemnify, defend, and hold harmless the City and its representatives, employees, officers, and commissioners, from any and all damages, causes of action, or claims of any kind related to Contractor's representations and warranties set forth herein, the veracity of such representations and warranties, and all matters related thereto.

2. The scope of work is identified in the Original Contract. Contractor agrees to furnish all labor, equipment, machines, and skill necessary for the entire work effort as set forth in the Original Contract to the satisfaction of the City or its duly authorized representative.

3. The terms and conditions of the Original Contract are hereby incorporated into this Agreement by reference. Contractor shall complete the City Project on the same terms, conditions, and scope as set forth in the Original Contract, except as specifically modified herein solely to account for the City as the purchaser. Such modifications shall not include any modification to the unit prices bid in response to the Solicitation or the scope of the work that will be provided. Contractor's work on the City Project shall at all times be at the same unit prices as set forth in the Original Contract.

4. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Original Contract, including any exhibits and/or addenda, this Agreement takes precedence over the Original Contract and its exhibits and/or addenda and any inconsistency between the Original Contract and its exhibits and/or addenda shall be resolved by giving precedence to the Original Contract.

5. The City agrees to pay the Contractor for services rendered in accordance with the primary structure set forth in the Original Contract. Pursuant to all notice and invoicing

requirements established by the Original Contract, notices and invoices under this Agreement will be submitted to:

The City of Treasure Island
Attn: Finance Department
10451 Gulf Boulevard
Treasure Island, Florida 33706
Phone: (727)-547-4575
Email: finance@mytreasureisland.org

or to such other address or facsimile number as the City may direct from time to time by written notice forwarded to the Contractor as provided above. All invoices shall be submitted in accordance with the Florida Prompt Payment Act, section 218.70, et seq, Fla. Statutes. All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Florida Prompt Payment Act is received by the City. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City does not pay sales tax and will provide sales tax exemption information at the written request of Contractor, where necessary.

6. Prior to this Agreement taking effect, Contractor shall have in place the insurance coverages required by the Original Contract and shall provide certificates of insurance reflecting that the City, its agents, employees, and public officials are named as additional insureds. Prior to commencement of the City Project, Contractor shall have in place the bonds required by the Original Contract for the benefit of the City.

7. The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance nonperformance of the duties of the Contractor under this Agreement, the enforcement of this Agreement, or resulting from the activities of the Contractor in any way connected to this Agreement, but only to the extent not solely due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained in this contract, and specifically this provision requiring Contractor to indemnify the City, is intended to nor shall it be construed as an additional waiver of sovereign immunity by the City beyond the City's expressed written

contractual obligations contained within this Agreement, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or the Original Contract.

8. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("**Public Records**"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. Contractor understands and agrees that failure to provide access to public records will be a material breach of this Agreement and may result in termination. If Contractor does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (727) 547-4575 EXT. 229,

CITYCLERK@MYTREASUREISLAND.ORG, AND CITY HALL, 10451 GULF BOULEVARD, TREASURE ISLAND, FL, 33706.

9. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified return receipt requested mail, addressed to the following:

If to the City:	**If to the Contractor:**
City of Treasure Island, Florida Attn. City Manager 10451 Gulf Boulevard Treasure Island, Florida 33706	Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice, Florida 34275 Attn:

With required copy to:

City Attorney, City of Treasure Island, Florida
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32798

Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

10. MISCELLANEOUS.

a. This Agreement represents the entire agreement. No prior discussions or negotiations will be enforceable, unless included in this Agreement.
b. This Agreement is not assignable. Any modification to this Agreement must be made in writing, executed by both Parties.
c. This Agreement will be governed and construed in accordance with the laws of the laws of the State of Florida. The Parties agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.
d. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
e. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief, and knowledge of the nature, extent, effect, and duration of any actions, damages, and liability. The Parties represent that they have had the opportunity to discuss this matter with legal counsel of their choosing and are satisfied with its counsel and the advice received. This Agreement will be deemed and treated as drafted jointly by all the Parties. The Parties understand this Agreement's contents and agree that this Agreement will not be construed more strongly against any

Party to the Agreement, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement, or understanding not expressed in this Agreement has been made to an adverse party and that the terms of this Agreement are contractual and not a mere recital.

f. All words used in this Agreement in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term "including" is not limiting. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
g. Each of the Parties to this Agreement covenants to the other Party to this Agreement that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner set forth below.
h. This Agreement must be executed by the respective duly authorized officials and will take effect as of the Effective Date and remain in effect as provided in the Original Contract.
i. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work under this Agreement.
j. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.
k. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor have caused this Agreement to be executed as of the Effective Date.

AS TO CONTRACTOR:

Witness:

Signature

SAMANTHA Johnson

Print Name

Witness:

Signature

Nancy Bachop

Print Name

Ajax Paving Industries of Florida, LLC

Company Name

MARK Miller

Printed Name

Estimator

Title

Signature

AS TO CITY OF TREASURE ISLAND, FLORIDA:

ATTEST:

City Clerk

City Manager

CITY OF TREASURE ISLAND, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS ADDENDUM modifies that certain contract for services made and entered into this 4th day of August, 2026, by and between the CITY OF TREASURE ISLAND, a Florida municipality, hereinafter referred to as the "City", and Ajax Paving Industries of Florida, LLC, hereinafter referred to as "Contractor", concerning that certain agreement dated the 4th day of August, 2026 ("Agreement") and titled Contract Number 26-014-PB for Roadway Resurfacing and Repair Services.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth a limited waiver of sovereign immunity for tort liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision (subject to certain dollar amounts) must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or

after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. **Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. **Public Records Compliance.** City and Contractor agree that Contractor does not have the authority to contractually bind the City in any manner. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk/Public Records Custodian
cityclerk@mytreasureisland.org
Phone: 727-547-4575 x 222
10451 Gulf Blvd.
Treasure Island, FL 33706
Fax: 727-547-4582

3. **Public Records Compliance.** Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of the previous section.

4. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. **Non-appropriation.** City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. **E-Verify Compliance.** By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. The Contractor and City acknowledge that the amount of the contract is less than $1,000,000. Accordingly, Contractor hereby certifies that Contractor is not listed on the Scrutinized Companies that Boycott Israel List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been

placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. **Disclosure Requirements for "Foreign Countries of Concern".** If applicable, Contractor shall comply with the disclosure requirements set forth is Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Fla. Stat.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. **Attorneys' Fees and Costs.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. **Public Entities Crime or Convicted Vendor List**. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. **Data Management; Notice of Breach.** Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. **Environmental and Social Government and Corporate Activism.** The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. **Taxes.** The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Treasure Island for review or approval.

18. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Print Name: Mark Miller

Title: Estimator

Company: **Ajax Paving Industries of Florida, LLC**

ATTEST:

City Clerk

City of Treasure Island

Hillsborough County Florida

Agenda Item Cover Sheet

Agenda Item N°. A-32

Meeting Date 3/4/2026

☒ Consent Section ☐ Regular Section ☐ Public Hearing

Subject:	Award and execute a two (2) year agreement with the overall lowest, responsive, and responsible bidder for ongoing and as-needed roadway resurfacing and repairs throughout the County (IFB-25-00314) for the Engineering and Operations Department at a total cost of $21,482,139.40.
Department Name:	Procurement Services
Contact Person:	Scott Stromer
Contact Phone:	301-7095

Sign-Off Approvals:

Tom Fesler	2/20/2026	Scott Stromer	2/20/2026
Assistant County Administrator	Date	Department Director	Date
Kevin Brickey	2/20/2026	Alexandria Nicodemi	2/20/2026
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date
N/A	N/A		
Deputy or Chief County Administrator	Date		

Staff's Recommended Board Motion:
Award and execute a two (2) year agreement with the overall lowest, responsive, and responsible bidder, Ajax Paving Industries of Florida LLC, for ongoing and as-needed roadway resurfacing and repairs throughout the County (IFB-25-00314) for the Engineering and Operations Department at a total cost of $21,482,139.40. The agreement provides for one (1) additional two (2)-year mutual renewal; therefore, authorization is respectfully requested to exercise the renewal without further Board approval if deemed to be in the County's best interest. In addition, direct the Clerk of Court & Comptroller to date the payment and performance bonds as of the date of agreement execution, retain one (1) set of original bonds for Board Records, and send one (1) original set of bonds to the contractor at the address listed in the agreement. In this case, a Registered Small Business Encouragement (SBE) Program participation goal of 5% was established for this procurement, and the recommended vendor has committed to achieving this goal. Funding for this procurement is available in the Roadway Pavement Preservation Program Project No. C69631000 and the Road Repaving-Surtax Project No. C69696000, and purchase orders will only be issued against approved budgets.

Financial Impact Statement:
Funding for this procurement is available in the Roadway Pavement Preservation Program Project No. C69631000 and the Road Repaving-Surtax Project No. C69696000, and purchase orders will only be issued against approved budgets.

Background:
The recommended award amount is approximately 16.7% ($4,317,861.22) lower than the requesting department's estimate. Effective competition and transparency were achieved through the use of competitive sealed bidding for this procurement, and the requesting department ultimately determined the pricing to be fair and reasonable. The work performed under this contract may include, but is not be limited to: milling and resurfacing roads using Superpave Asphaltic Concrete Structural, friction courses, and/or full depth reclamation; modification of curbs to facilitate construction; curb ramps to meet Americans with Disabilities Act criteria; removal and replacement of speed humps; removal of turf and grade work when required; and incidental repair of irrigation sprinkler systems.

DELEGATIONS TO DIRECTOR OF PROCUREMENT:
[N] Unilateral Change Orders up to $25,000 for additions within the scope of the contract
[N] Unilateral Extensions
[Y] Mutual Renewals
[N] Additional Purchase Option(s)

List Attachments: Notice of Intent to Recommend Award, Department Award Recommendation, Economic Development Memorandum, Contract Documents

AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of March, 2026 (bid award date for projects subject thereto) by and between the Board of County Commissioners of Hillsborough County, Florida, hereinafter called County; and **Ajax Paving Industries of Florida LLC** hereinafter called the Contractor, whose principal address is **One Ajax Drive North Venice, Fl 34275**.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The Contractor shall provide to the County, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for: **IFB-25-00314 Roadway Resurfacing Repair Contract**.

2. This term contract shall commence on the date specified on the Contract Purchase Agreement (CPA). The County's right to issue Work Orders will expire when the total value of actual authorized work has equaled the awarded Contract amount (**$21,482,139.40**), or upon the expiration date of the Contract Purchase Agreement (CPA), whichever occurs earliest. At the sole discretion of the County, the period for this Contract may be extended for **one (1) additional two (2)- year period** and equal dollar amount as specified in the Special Terms and Conditions.

3. If during the term of the contract, it is determined that additional time is needed to complete work on pre-existing Work Order(s) or Change Order(s) to a Work Order, the contract may be extended for up to a one (1) year period for the sole purpose of completing such work upon execution of a Change Order approved by the Board of County Commissioners or their designee. No new Work Orders, however, may be issued during this extension period.

4. Failure by the Contractor to achieve Substantial and/or Final Completion by the number of days stated in the work order shall entitle the County to assess liquidated damages in the amounts specified in the Special Terms and Conditions. Time is of the essence for the achievement of said work after the issuance of the aforesaid Work Order. The amounts of Liquidated Damages for individual milestone dates are additive for each day of delay they are concurrently in effect. Notwithstanding the foregoing, the maximum liquidated damages which shall be assessed per day shall not exceed the amount of **$1,556.50**/day per Work Order.

5. This Agreement includes and incorporates by reference all Contract Documents, as the term Contract Documents is defined within the Definitions section of the Contract Terms and Conditions.

6. The total Contract Price for the full and complete performance by the Contractor of all Work required by the Contract Documents shall not exceed **$21,482,139.40**. For purposes of this term contract, the amount of award will be **$21,482,139.40 or the recommended total bid amount whichever is less**. This amount is defined as the upper dollar limit beyond which no further work may be authorized without additional approval of the Board of County Commissioners. Specifically, the amount of award **shall not be construed** as indicating the actual value of work anticipated by the County under this Contract. To the contrary, the actual value of work to be authorized will not be determined until the time of need for that work occurs, and **may be significantly less** than the amount indicated in the award. **There is no minimum guaranteed contract amount under this contract.**

7. During the performance of this Agreement, the Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

8. The Contractor shall comply with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

9. The Contractor shall furnish to the County (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, and a Performance Bond and Payment Bond for the Contract Price within ten (10) days following Notification of Award.

10. This Agreement and any changes thereto constitute the entire agreement between Contractor and County relating to the Work. There are no previous or contemporary representations or warranties of County or Contractor not set forth herein.

11. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on County unless in writing and executed by the Board of County Commissioners.

12. Waiver by the County of a breach of any provision of this Agreement by the Contractor shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

13. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair County's rights with respect to any liabilities, whether or not liquidated, of Contractor to County heretofore accrued.

14. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of Florida, or the laws, rules, and regulations of the United States when providing Work funded by the United States government, and venue shall be in Hillsborough County, Florida.

15. The duties and obligations imposed upon the Contractor by this Agreement and the rights and remedies available hereunder, shall be in addition to and not limited to any otherwise imposed or available by law or statute or special guarantee.

16. Contractor shall remain an independent Contractor and shall have no power, nor shall Contractor represent that Contractor has any power, to bind County or to assume or to create any obligation expressed or implied on behalf of the County.

17. This Agreement shall be binding upon and its benefits and advantages shall inure to the heirs, personal representatives, successors, and assigns of the parties hereto.

Notice of Intent to Recommend Award - Invitation for Bid IFB-25-00314: Roadway Resurfacing and Repair Contract.

Posted January 20, 2026

Notice: Pursuant to Division 3 of Article VI, Chapter 2 of the Hillsborough County Code, Protest Process and Procedures and Cone of Silence as revised by Ordinance 23-15, the Bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific details:
https://library.municode.com/fl/hillsborough_county/codes/code_of_ordinances,_part_a?nodeId=HICOCOORLA_CH2AD_ARTVIPR_DIV3HICOPRPRPOPR

				Ajax Paving Industries of Florida, LLC		Asphalt Paving Systems, Inc.		BURGESS CIVIL, LLC		C.W. Roberts Contracting, Inc.		Hubbard Construction Company		Preferred Materials Inc.		Superior Asphalt INC	
			Base Bid	$20,682,139.40		$20,996,450.62		$21,026,587.22		$30,527,093.26		$28,886,649.94		$21,899,913.73		$29,825,001.01	
			Allowance	$800,000.00													
			Total Bid	$21,482,139.40													
#	Items	Unit of Measure	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1																	
#1-1	N/A 201500-001 -1 MAINTENANCE OF TRAFFIC (PER WO) ($0.01 to $300,000)	Each	4	$8,120.00	$32,480.00	$6,000.00	$24,000.00	$3,000.00	$12,000.00	$12,937.46	$51,749.84	$19,900.00	$79,600.00	$1,000.00	$4,000.00	$7,540.00	$30,160.00
#1-2	N/A 201500-001-2 MAINTENANCE OF TRAFFIC (PER WO) ($300,000.01 to $650,000)	Each	6	$11,585.00	$69,510.00	$7,500.00	$45,000.00	$3,000.00	$18,000.00	$28,037.47	$168,224.82	$39,800.00	$238,800.00	$1,500.00	$9,000.00	$18,850.00	$113,100.00
#1-3	N/A 201500-001-3 MAINTENANCE OF TRAFFIC (PER WO) ($650,000.01 to $1,000,000)	Each	6	$11,925.00	$71,550.00	$10,000.00	$60,000.00	$3,000.00	$18,000.00	$42,779.14	$256,674.84	$59,700.00	$358,200.00	$2,000.00	$12,000.00	$23,250.00	$139,500.00
#1-4	N/A 201500-001-4 MAINTENANCE OF TRAFFIC (PER WO) ($1,000,000.01 to $1,500,000)	Each	3	$26,090.00	$78,270.00	$12,000.00	$36,000.00	$3,000.00	$9,000.00	$64,699.92	$194,099.76	$79,600.00	$238,800.00	$2,500.00	$7,500.00	$40,500.00	$121,500.00
#1-5	N/A 201500-001-5 MAINTENANCE OF TRAFFIC (PER WO) ($1,500,000.01 to $2,000,000)	Each	3	$43,345.00	$130,035.00	$15,000.00	$45,000.00	$3,000.00	$9,000.00	$86,274.97	$258,824.91	$99,500.00	$298,500.00	$3,000.00	$9,000.00	$46,500.00	$139,500.00
#1-6	N/A 201500-001-6 MAINTENANCE OF TRAFFIC (PER WO) (> $2,000,000)	Each	6	$46,610.00	$279,660.00	$15,000.00	$90,000.00	$3,000.00	$18,000.00	$172,549.94	$1,035,299.64	$119,400.00	$716,400.00	$3,000.00	$18,000.00	$58,000.00	$348,000.00
#1-7	102-14 TRAFFIC CONTROL OFFICER	Hour (s)	500	$117	$58,500.00	$110	$55,000.00	$47	$23,500.00	$97.98	$48,990.00	$119.59	$59,795.00	$84.27	$42,135.00	$120	$60,000.00
#1-8	102-99 PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	Daily	1550	$13	$20,150.00	$20	$31,000.00	$12	$18,600.00	$13.83	$21,436.50	$18.88	$29,264.00	$10	$15,500.00	$25.50	$39,525.00
2																	
#2-1	N/A 01010-003 MOBILIZATION (PER WO) ($0.01 to $300,000)	Each	4	$16,595.00	$66,380.00	$6,000.00	$24,000.00	$50,000.00	$200,000.00	$32,811.01	$131,244.04	$12,990.90	$51,963.60	$1,000.00	$4,000.00	$34,800.00	$139,200.00
#2-2	N/A 01010-003 MOBILIZATION (PER WO) ($300,000.01 to $650,000)	Each	6	$17,995.00	$107,970.00	$7,500.00	$45,000.00	$80,000.00	$480,000.00	$71,104.50	$426,627.00	$18,182.12	$109,092.72	$1,500.00	$9,000.00	$56,500.00	$339,000.00
#2-3	N/A 01010-003 MOBILIZATION (PER WO) ($650,000.01 to $1,000,000)	Each	6	$25,050.00	$150,300.00	$10,000.00	$60,000.00	$85,000.00	$510,000.00	$109,398.64	$656,391.84	$31,809.09	$190,854.54	$2,000.00	$12,000.00	$87,000.00	$522,000.00
#2-4	N/A 01010-004 MOBILIZATION (PER WO) ($1,000,000.01 to $1,500,000)	Each	3	$38,370.00	$115,110.00	$12,000.00	$36,000.00	$65,000.00	$195,000.00	$164,082.89	$492,248.67	$45,436.07	$136,308.21	$2,500.00	$7,500.00	$104,500.00	$313,500.00
#2-5	N/A 01010-005 MOBILIZATION (PER WO) ($1,500,000.01 to $2,000,000)	Each	3	$39,795.00	$119,385.00	$15,000.00	$45,000.00	$65,000.00	$195,000.00	$218,797.29	$656,391.87	$64,903.16	$194,709.48	$3,000.00	$9,000.00	$138,695.22	$416,085.66
#2-6	N/A 01010-006 MOBILIZATION (PER WO) (> $2,000,000)	Each	6	$51,650.00	$309,900.00	$15,000.00	$90,000.00	$85,000.00	$510,000.00	$437,596.41	$2,625,578.46	$84,370.25	$506,221.50	$3,000.00	$18,000.00	$150,750.00	$904,500.00
#2-7	104-10-3 SEDIMENT BARRIER	Linear Foot (Feet)	150000	$2.95	$442,500.00	$1.95	$292,500.00	$0.25	$37,500.00	$0.33	$49,500.00	$4.57	$685,500.00	$1	$150,000.00	$2.60	$390,000.00
#2-8	104-11 FLOATING TURBIDITY BARRIER	Linear Foot (Feet)	200	$25	$5,000.00	$20	$4,000.00	$2	$400.00	$23.05	$4,610.00	$30.42	$6,084.00	$12.16	$2,432.00	$17	$3,400.00
#2-9	104-18 INLET PROTECTION SYSTEM	Each	60	$275	$16,500.00	$120	$7,200.00	$250	$15,000.00	$172.91	$10,374.60	$279.64	$16,778.40	$10	$600.00	$127.50	$7,650.00
#2-10	110-2-2 SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN	Acre (s)	6	$30,000.00	$180,000.00	$5,000.00	$30,000.00	$2,500.00	$15,000.00	$25,382.94	$152,297.64	$24,000.21	$144,001.26	$7,092.77	$42,556.62	$21,450.00	$128,700.00
#2-11	110-4-10 REMOVAL OF EXISTING CONCRETE	Square Yard (s)	3150	$61	$192,150.00	$19	$59,850.00	$26	$81,900.00	$75.62	$238,203.00	$63.64	$200,466.00	$30	$94,500.00	$57	$179,550.00
#2-12	120-1 REGULAR EXCAVATION	Cubic Yard (s)	7000	$59.80	$418,600.00	$25	$175,000.00	$65	$455,000.00	$44.11	$308,770.00	$30.94	$216,580.00	$25.07	$175,490.00	$27.50	$192,500.00
#2-13	E577-70 SHOULDER REWORK	Square Yard (s)	1400	$27	$37,800.00	$2.50	$3,500.00	$12	$16,800.00	$6.51	$9,114.00	$30.25	$42,350.00	$38.44	$53,816.00	$27	$37,800.00
#2-14	E577-70-1 REWORKING SHOULDERS (SPOT REPAIRS)	Square Yard (s)	1400	$27	$37,800.00	$5	$7,000.00	$15	$21,000.00	$13.03	$18,242.00	$80.66	$112,924.00	$72.01	$100,814.00	$72	$100,800.00
#2-15	E577-70-2 REWORKING UTILITY STRIPS	Square Yard (s)	1400	$27	$37,800.00	$4	$5,600.00	$15	$21,000.00	$6.51	$9,114.00	$33.08	$46,312.00	$40.95	$57,330.00	$29.50	$41,300.00
#2-16	E575-2 SOIL LAYER MATERIAL - IMPORTED MATERIAL	Cubic Yard (s)	450	$100	$45,000.00	$55	$24,750.00	$50	$22,500.00	$109.56	$49,302.00	$216.21	$97,294.50	$193.04	$86,868.00	$193.25	$86,962.50
#2-17	120-6 EMBANKMENT	Cubic Yard (s)	1500	$110	$165,000.00	$20.25	$30,375.00	$30	$45,000.00	$66.71	$100,065.00	$127.22	$190,830.00	$31.87	$47,805.00	$113.75	$170,625.00
#2-18	160-4 TYPE B STABILIZATION	Square Yard (s)	5000	$55	$275,000.00	$10.25	$51,250.00	$17.50	$87,500.00	$28.67	$143,350.00	$47.85	$239,250.00	$42.71	$213,550.00	$42.75	$213,750.00
#2-19	FDOT Reference Number 285-70-4, OPTIONAL BASE, BASE GROUP 04 (Type B-12.5)	Square Yard (s)	58500	$33	$1,930,500.00	$29.55	$1,728,675.00	$34.79	$2,035,215.00	$31.82	$1,861,470.00	$35.54	$2,079,090.00	$32.13	$1,879,605.00	$42	$2,457,000.00
#2-20	305-1 BITUMINOUS CRACK AND JOINT SEALING	Linear Foot (Feet)	6500	$4.10	$26,650.00	$3.95	$25,675.00	$1.25	$8,125.00	$4.64	$30,160.00	$5	$32,500.00	$4.16	$27,040.00	$4.50	$29,250.00
3																	

Notice of Intent to Recommend Award - Invitation for Bid IFB-25-00314: Roadway Resurfacing and Repair Contract.

Posted January 20, 2026

Notice: Pursuant to Division 3 of Article VI, Chapter 2 of the Hillsborough County Code, Protest Process and Procedures and Cone of Silence as revised by Ordinance 23-15, the Bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific details:
https://library.municode.com/fl/hillsborough_county/codes/code_of_ordinances,_part_a?nodeId=HICOCOORLA_CH2AD_ARTVIPR_DIV3HICOPRPRPOPR

				Ajax Paving Industries of Florida, LLC		Asphalt Paving Systems, Inc.		BURGESS CIVIL, LLC		C.W. Roberts Contracting, Inc.		Hubbard Construction Company		Preferred Materials Inc.		Superior Asphalt INC	
			Base Bid	$20,682,139.40		$20,996,450.62		$21,026,587.22		$30,527,093.26		$28,886,649.94		$21,899,913.73		$29,825,001.01	
			Allowance	$800,000.00													
			Total Bid	$21,482,139.40													
#	Items	Unit of Measure	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#3-1	327-70-1 MILLING EXIST ASPH PAVT (1" AVG DEPTH)	Square Yard (s)	18000	$3.41	$61,380.00	$2.50	$45,000.00	$1.53	$27,540.00	$2.94	$52,920.00	$3.70	$66,600.00	$4.75	$85,500.00	$4.20	$75,600.00
#3-2	327-70-6 MILLING EXIST ASPH PAVT (1-1/2" AVG DEPTH)	Square Yard (s)	20000	$3.66	$73,200.00	$3.18	$63,600.00	$3	$60,000.00	$3.47	$69,400.00	$4.63	$92,600.00	$4.75	$95,000.00	$4.40	$88,000.00
#3-3	327-70-5 MILLING EXIST ASPH PAVT (2" AVG DEPTH)	Square Yard (s)	10000	$4.37	$43,700.00	$4.77	$47,700.00	$3.50	$35,000.00	$4.01	$40,100.00	$4.99	$49,900.00	$4.75	$47,500.00	$5	$50,000.00
#3-4	327-70-4 MILLING EXIST ASPH PAVT (3" AVG DEPTH)	Square Yard (s)	10000	$5.06	$50,600.00	$5.31	$53,100.00	$4.20	$42,000.00	$5.09	$50,900.00	$5.61	$56,100.00	$6	$60,000.00	$6.05	$60,500.00
4																	
#4-1	327-70-1 MILLING EXIST ASPH PAVT (1" AVG DEPTH)	Square Yard (s)	20000	$2.61	$52,200.00	$2.31	$46,200.00	$1.40	$28,000.00	$2.94	$58,800.00	$2.69	$53,800.00	$4.75	$95,000.00	$3.90	$78,000.00
#4-2	327-70-6 MILLING EXIST ASPH PAVT (1-1/2" AVG DEPTH)	Square Yard (s)	35000	$2.91	$101,850.00	$2.80	$98,000.00	$3	$105,000.00	$3.47	$121,450.00	$3.59	$125,650.00	$4.75	$166,250.00	$4.30	$150,500.00
#4-3	327-70-5 MILLING EXIST ASPH PAVT (2" AVG DEPTH)	Square Yard (s)	25000	$2.57	$64,250.00	$3.44	$86,000.00	$3.50	$87,500.00	$4.01	$100,250.00	$3.92	$98,000.00	$4.75	$118,750.00	$5.15	$128,750.00
5																	
#5-1	327-70-6 MILLING EXIST ASPH PAVT (1-1/2" AVG DEPTH)	Square Yard (s)	200000	$2.76	$552,000.00	$2.55	$510,000.00	$4.10	$820,000.00	$3.45	$690,000.00	$3.26	$652,000.00	$3.75	$750,000.00	$4.20	$840,000.00
#5-2	327-70-5 MILLING EXIST ASPH PAVT (2" AVG DEPTH)	Square Yard (s)	50000	$3.17	$158,500.00	$3.34	$167,000.00	$4.50	$225,000.00	$4.01	$200,500.00	$3.61	$180,500.00	$4.10	$205,000.00	$4.80	$240,000.00
6																	
#6-1	334-1-13 SUPERPAVE ASPH CONCRETE SP 9.5, TRAFFIC C	Ton (s)	2000	$195	$390,000.00	$226.21	$452,420.00	$191	$382,000.00	$200.79	$401,580.00	$199.99	$399,980.00	$165	$330,000.00	$230.30	$460,600.00
#6-2	334-1-13 SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C	Ton (s)	460	$187	$86,020.00	$207	$95,220.00	$191	$87,860.00	$197.79	$90,983.40	$179.69	$82,657.40	$165	$75,900.00	$247.10	$113,666.00
7																	
#7-1	334-1-13 SUPERPAVE ASPH CONCRETE SP 9.5, TRAFFIC C	Ton (s)	5400	$185	$999,000.00	$173.43	$936,522.00	$191	$1,031,400.00	$173.29	$935,766.00	$177.27	$957,258.00	$165	$891,000.00	$211.40	$1,141,560.00
#7-2	334-1-13 SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C	Ton (s)	1600	$156	$249,600.00	$168.34	$269,344.00	$191	$305,600.00	$155.37	$248,592.00	$164.33	$262,928.00	$165	$264,000.00	$219.85	$351,760.00
8																	
#8-1	334-1-13 SUPERPAVE ASPH CONCRETE SP 9.5, TRAFFIC C	Ton (s)	23000	$170	$3,910,000.00	$167.27	$3,847,210.00	$193.50	$4,450,500.00	$172.65	$3,970,950.00	$170.83	$3,929,090.00	$165	$3,795,000.00	$206.50	$4,749,500.00
#8-2	334-1-13 SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C	Ton (s)	3100	$155	$480,500.00	$162.85	$504,835.00	$203.91	$632,121.00	$155.61	$482,391.00	$159.64	$494,884.00	$165	$511,500.00	$199.65	$618,915.00
#8-3	334-1-53 SUPERPAVE ASPH CONCRETE SP 12.5, TRAFFIC C, PG 76-22, PMA	Ton (s)	2200	$176	$387,200.00	$192.98	$424,556.00	$201.74	$443,828.00	$180.96	$398,112.00	$200.42	$440,924.00	$205	$451,000.00	$223.70	$492,140.00
9																	
#9-1	337-7-83 ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5, PG 76-22, PMA	Ton (s)	1300	$182	$236,600.00	$194.08	$252,304.00	$201.32	$261,716.00	$201.90	$262,470.00	$200.48	$260,624.00	$205	$266,500.00	$233.10	$303,030.00
10																	
#10-1	N/A-01800-7 FULL DEPTH RECLAMATION, BASE, 8 INCH AVG. DEPTH (FDR)	Square Yard (s)	45000	$5.25	$236,250.00	$12.33	$554,850.00	$5.14	$231,300.00	$14.47	$651,150.00	$15.60	$702,000.00	$10	$450,000.00	$14.30	$643,500.00
#10-2	N/A-01800-13 FULL DEPTH RECLAMATION, BASE, 10 INCH AVG. DEPTH (FDR)	Square Yard (s)	150000	$5.25	$787,500.00	$12.23	$1,834,500.00	$5.36	$804,000.00	$14.36	$2,154,000.00	$15.47	$2,320,500.00	$10.25	$1,537,500.00	$14.20	$2,130,000.00
#10-3	N/A-01800-8 EMULSION (FDR/CIR)	Gallon (s)	180000	$6	$1,080,000.00	$3.85	$693,000.00	$2.38	$428,400.00	$4.52	$813,600.00	$4.87	$876,600.00	$4.06	$730,800.00	$4.50	$810,000.00
#10-4	N/A-01800-9 PORTLAND CEMENT (4% MAXIMUM) (FDR/CIR)	Ton (s)	11250	$90	$1,012,500.00	$250	$2,812,500.00	$192.40	$2,164,500.00	$293.45	$3,301,312.50	$316.30	$3,558,375.00	$260	$2,925,000.00	$290	$3,262,500.00
#10-5	N/A-01800-10 COMPACT AND GRADE (FDR/CIR)	Square Yard (s)	157500	$7	$1,102,500.00	$2.75	$433,125.00	$1.76	$277,200.00	$3.23	$508,725.00	$3.48	$548,100.00	$11.25	$1,771,875.00	$3.20	$504,000.00
#10-6	N/A-01800-11 BASE MATERIAL (FDR/CIR)	Ton (s)	22500	$22	$495,000.00	$20	$450,000.00	$20.91	$470,475.00	$29.34	$660,150.00	$31.63	$711,675.00	$13	$292,500.00	$29	$652,500.00
#10-7	N/A-01800-12 REMOVAL OF UNSUITABLE MATERIAL (FDR/CIR)	Cubic Yard (s)	22500	$10	$225,000.00	$20	$450,000.00	$5.43	$122,175.00	$35.21	$792,225.00	$37.96	$854,100.00	$12	$270,000.00	$34.80	$783,000.00
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G:\Bid Master\FY 25 (Bonfire)\IFB\IFB-25-00314 Roadway Resurfacing and Repair Contract\4. Award\NOITRA

Notice of Intent to Recommend Award - Invitation for Bid IFB-25-00314: Roadway Resurfacing and Repair Contract.

Posted January 20, 2026

Notice: Pursuant to Division 3 of Article VI, Chapter 2 of the Hillsborough County Code, Protest Process and Procedures and Cone of Silence as revised by Ordinance 23-15, the Bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific details:
https://library.municode.com/fl/hillsborough_county/codes/code_of_ordinances,_part_a?nodeId=HICOCOORLA_CH2AD_ARTVIPR_DIV3HICOPRPRPOPR

				Ajax Paving Industries of Florida, LLC		Asphalt Paving Systems, Inc.		BURGESS CIVIL, LLC		C.W. Roberts Contracting, Inc.		Hubbard Construction Company		Preferred Materials Inc.		Superior Asphalt INC	
			Base Bid	$20,682,139.40		$20,996,450.62		$21,026,587.22		$30,527,093.26		$28,886,649.94		$21,899,913.73		$29,825,001.01	
			Allowance	$800,000.00													
			Total Bid	$21,482,139.40													
#	Items	Unit of Measure	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#11-1	425-6 ADJUST VALVE BOXES	Each	175	$50	$8,750.00	$375	$65,625.00	$200	$35,000.00	$409.02	$71,578.50	$342.81	$59,991.75	$169.96	$29,743.00	$290	$50,750.00
#11-2	425-5-0 MANHOLE, ADJUST	Each	175	$125	$21,875.00	$485	$84,875.00	$750	$131,250.00	$1,255.92	$219,786.00	$342.81	$59,991.75	$281.78	$49,311.50	$377	$65,975.00
#11-3	515-1-1 PIPE HANDRAIL - GUIDERAIL, STEEL	Linear Foot (Feet)	200	$75	$15,000.00	$185	$37,000.00	$100	$20,000.00	$212.67	$42,534.00	$108.26	$21,652.00	$113.75	$22,750.00	$214	$42,800.00
#11-4	515-2211 PEDESTRIAN / BICYCLE RAILING, STEEL, 42" TYPE 1	Linear Foot (Feet)	175	$108	$18,900.00	$225.00	$39,375.00	$100	$17,500.00	$270.86	$47,400.50	$164.91	$28,859.25	$180.67	$31,617.25	$272.50	$47,687.50
#11-5	520-1-10 CONCRETE CURB & GUTTER, TYPE F	Linear Foot (Feet)	4000	$41	$164,000.00	$40.00	$160,000.00	$90	$360,000.00	$60.64	$242,560.00	$56.27	$225,080.00	$48.19	$192,760.00	$50.50	$202,000.00
#11-6	520-1-7 CONCRETE CURB & GUTTER, TYPE E	Linear Foot (Feet)	3000	$41	$123,000.00	$37.80	$113,400.00	$25	$75,000.00	$60.64	$181,920.00	$61.06	$183,180.00	$47.61	$142,830.00	$54.50	$163,500.00
#11-7	520-2-4 CONCRETE CURB, TYPE D	Linear Foot (Feet)	1000	$41	$41,000.00	$36.75	$36,750.00	$20	$20,000.00	$68.14	$68,140.00	$42.80	$42,800.00	$49.97	$49,970.00	$38.25	$38,250.00
#11-8	520-3 INTERSECTION VALLEY GUTTER, CONCRETE	Linear Foot (Feet)	1500	$61	$91,500.00	$42.00	$63,000.00	$60	$90,000.00	$89.46	$134,190.00	$74.17	$111,255.00	$53.82	$80,730.00	$66.25	$99,375.00
#11-9	520-6 SHOULDER GUTTER- CONCRETE	Linear Foot (Feet)	1200	$61	$73,200.00	$37.80	$45,360.00	$65	$78,000.00	$63.04	$75,648.00	$67.54	$81,048.00	$52.08	$62,496.00	$60.50	$72,600.00
#11-10	522-2 PAVEMENT CEMENT CONCRETE (6-INCH THICK MIN., 4000 PSI), INCLUDING MACRO SYNTHETIC FIBER REINFORCEMENT (1.5 LBS/CY, 1.5-INCH FORTA-FERRO) (DRIVEWAYS AND SIDEWALKS) (INCLUDES GRADING AND ROOT PRUNING)	Square Yard (s)	3500	$82	$287,000.00	$109.20	$382,200.00	$120	$420,000.00	$166.92	$584,220.00	$159.63	$558,705.00	$117.67	$411,845.00	$142.50	$498,750.00
#11-11	523-1 PATTERNED PAVEMENT, VEHICULAR AREAS	Square Yard (s)	400	$128	$51,200.00	$160	$64,000.00	$100	$40,000.00	$180.37	$72,148.00	$143.39	$57,356.00	$131.20	$52,480.00	$254.50	$101,800.00
#11-12	527-2 DETECTABLE WARNINGS (TRUNCATED DOMES)	Square Foot (Feet)	3455	$21	$72,555.00	$33.60	$116,088.00	$30	$103,650.00	$36.02	$124,449.10	$37.48	$129,493.40	$32.80	$113,324.00	$24.25	$83,783.75
#11-13	570-1-2 PERFORMANCE TURF, SOD	Square Yard (s)	8000	$12	$96,000.00	$5.35	$42,800.00	$5	$40,000.00	$9.33	$74,640.00	$12.32	$98,560.00	$6	$48,000.00	$11	$88,000.00
#11-14	NA/010 REMOVE AND REPLACE SPEED HUMP PER COUNTY INDEX 010	Each	8	$7,500.00	$60,000.00	$5,000.00	$40,000.00	$3,300.00	$26,400.00	$11,517.19	$92,137.52	$6,844.22	$54,753.76	$15,000.00	$120,000.00	$1,915.00	$15,320.00
#11-15	630-2-11 CONDUIT (F&I) (OPEN TRENCH)	Linear Foot (Feet)	253	$19.70	$4,984.10	$30	$7,590.00	$12	$3,036.00	$83.99	$21,249.47	$65.99	$16,695.47	$20.43	$5,168.79	$60	$15,180.00
#11-16	630-2-12 CONDUIT (F&I) (DIRECTIONAL BORE)	Linear Foot (Feet)	250	$46	$11,500.00	$35	$8,750.00	$12	$3,000.00	$156.61	$39,152.50	$123.06	$30,765.00	$47.40	$11,850.00	$110	$27,500.00
#11-17	635-2-11 PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	Each	6	$1,790.00	$10,740.00	$2,750.00	$16,500.00	$450	$2,700.00	$3,158.82	$18,952.92	$2,482.06	$14,892.36	$4,699.26	$28,195.56	$2,220.00	$13,320.00
#11-18	646-1-11 ALUMINUM SIGNAL POLE, PEDESTAL	Each	8	$3,080.00	$24,640.00	$3,500.00	$28,000.00	$1,000.00	$8,000.00	$6,228.02	$49,824.16	$4,893.69	$39,149.52	$3,170.66	$25,365.28	$4,375.00	$35,000.00
#11-19	646-1-60 ALUMINUM SIGNAL POLE, REMOVE	Each	8	$665	$5,320.00	$450	$3,600.00	$200	$1,600.00	$1,846.87	$14,774.96	$1,451.18	$11,609.44	$684.69	$5,477.52	$1,300.00	$10,400.00
#11-20	650-2102 VEHICULAR SIGNAL AUXILIARIES, REPAIR/REPLACE/RETROFIT - FURNISH & INSTALL, BACKPLATE-BLACK WITH REFLECT BORDER	Each	21	$537	$11,277.00	$900	$18,900.00	$200	$4,200.00	$2,172.63	$45,625.23	$1,707.15	$35,850.15	$553.02	$11,613.42	$1,525.00	$32,025.00
#11-21	650-1-14 TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	Assembly	8	$1,915.00	$15,320.00	$2,500.00	$20,000.00	$2,000.00	$16,000.00	$4,369.18	$34,953.44	$3,433.10	$27,464.80	$1,975.08	$15,800.64	$3,075.00	$24,600.00

G:\Bid Master\FY 25 (Bonfire)\IFB\IFB-25-00314 Roadway Resurfacing and Repair Contract\4. Award\NOITRA

Notice of Intent to Recommend Award - Invitation for Bid IFB-25-00314: Roadway Resurfacing and Repair Contract.

Posted January 20, 2026

Notice: Pursuant to Division 3 of Article VI, Chapter 2 of the Hillsborough County Code, Protest Process and Procedures and Cone of Silence as revised by Ordinance 23-15, the Bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific details:
https://library.municode.com/fl/hillsborough_county/codes/code_of_ordinances,_part_a?nodeId=HICOCOORLA_CH2AD_ARTVIPR_DIV3HICOPRPRPOPR

				Ajax Paving Industries of Florida, LLC		Asphalt Paving Systems, Inc.		BURGESS CIVIL, LLC		C.W. Roberts Contracting, Inc.		Hubbard Construction Company		Preferred Materials Inc.		Superior Asphalt INC	
			Base Bid	$20,682,139.40		$20,996,450.62		$21,026,587.22		$30,527,093.26		$28,886,649.94		$21,899,913.73		$29,825,001.01	
			Allowance	$800,000.00													
			Total Bid	$21,482,139.40													
#	Items	Unit of Measure	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#11-22	653-1-11 PEDESTRIAN SIGNAL (F&I) (LED) (COUNTDOWN - 1 WAY)	Assembly	8	$1,315.00	$10,520.00	$1,350.00	$10,800.00	$2,000.00	$16,000.00	$2,178.60	$17,428.80	$1,711.85	$13,694.80	$1,353.59	$10,828.72	$1,530.00	$12,240.00
#11-23	660- 2-101 LOOP ASSEMBLY (F&I) (TYPE A)	Assembly	12	$2,493.00	$29,916.00	$2,250.00	$27,000.00	$600	$7,200.00	$4,540.46	$54,485.52	$3,567.68	$42,812.16	$1,738.07	$20,856.84	$3,190.00	$38,280.00
#11-24	660- 2-102 LOOP ASSEMBLY (F&I) (TYPE B)	Assembly	6	$2,305.00	$13,830.00	$3,500.00	$21,000.00	$500	$3,000.00	$4,937.89	$29,627.34	$3,879.96	$23,279.76	$1,545.30	$9,271.80	$3,465.00	$20,790.00
#11-25	660- 2-106 LOOP ASSEMBLY (F&I) (TYPE F)	Assembly	6	$3,050.00	$18,300.00	$2,750.00	$16,500.00	$680	$4,080.00	$5,378.02	$32,268.12	$4,225.80	$25,354.80	$2,315.32	$13,891.92	$3,775.00	$22,650.00
#11-26	665-1-11 PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	Assembly	4	$559	$2,236.00	$650	$2,600.00	$200	$800.00	$992.18	$3,968.72	$779.60	$3,118.40	$575.14	$2,300.56	$695	$2,780.00
#11-27	670-5710 TRAFFIC CONTROLLER ASSEMBLY, MODIFY ONLY - NO COMPONENTS ADDED	Assembly	3	$4,600.00	$13,800.00	$4,000.00	$12,000.00	$1,500.00	$4,500.00	$4,948.92	$14,846.76	$3,888.63	$11,665.89	$4,740.18	$14,220.54	$3,475.00	$10,425.00
#11-28	700-1-11 SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	Assembly	25	$608	$15,200.00	$616.35	$15,408.75	$400	$10,000.00	$782.33	$19,558.25	$778.68	$19,467.00	$711.03	$17,775.75	$695	$17,375.00
#11-29	700 1 50 SINGLE POST SIGN, RELOCATE	Assembly	20	$390	$7,800.00	$315	$6,300.00	$300	$6,000.00	$666.46	$13,329.20	$324.45	$6,489.00	$421.35	$8,427.00	$290	$5,800.00
#11-30	700 1 60 SINGLE POST SIGN, REMOVE	Assembly	20	$78	$1,560.00	$78.75	$1,575.00	$100	$2,000.00	$170.20	$3,404.00	$64.89	$1,297.80	$105.34	$2,106.80	$58	$1,160.00
#11-31	705-11 DELINEATOR (FLEXIBLE) (HIGH VISIBILITY) MEDIAN	Each	40	$183	$7,320.00	$267.75	$10,710.00	$200	$8,000.00	$203.05	$8,122.00	$389.34	$15,573.60	$316.01	$12,640.40	$350	$14,000.00
#11-32	705-10 -1 OBJECT MARKER, TYPE 1	Each	40	$281	$11,240.00	$225.75	$9,030.00	$300	$12,000.00	$203.05	$8,122.00	$324.45	$12,978.00	$263.34	$10,533.60	$290	$11,600.00
#11-33	705-10- 2 OBJECT MARKER, TYPE 2	Each	50	$175	$8,750.00	$525	$26,250.00	$200	$10,000.00	$253.52	$12,676.00	$324.45	$16,222.50	$263.34	$13,167.00	$290	$14,500.00
#11-34	706-1-3 RAISED PAVEMENT MARKER, TYPE B	Each	6400	$8	$51,200.00	$4.20	$26,880.00	$3.76	$24,064.00	$4.66	$29,824.00	$7.79	$49,856.00	$4.21	$26,944.00	$6.95	$44,480.00
#11-35	711-11-160 THERMOPLASTIC STANDARD, WHITE, MESSAGE OR SYMBOL	Each	100	$195	$19,500.00	$157.50	$15,750.00	$141.17	$14,117.00	$174.66	$17,466.00	$292.01	$29,201.00	$158.01	$15,801.00	$260	$26,000.00
#11-36	711-11-170 THERMOPLASTIC STANDARD, WHITE, ARROW	Each	300	$145	$43,500.00	$157.50	$47,250.00	$94.11	$28,233.00	$116.44	$34,932.00	$103.82	$31,146.00	$105.34	$31,602.00	$92	$27,600.00
#11-37	711-11-231 TRAFFIC STRIPE SKIP THERMO 6" YELLOW	Linear Foot (Feet)	189999	$0.90	$170,999.10	$1.37	$260,298.63	$0.85	$161,499.15	$1	$189,999.00	$1.30	$246,998.70	$0.95	$180,499.05	$1.15	$218,498.85
#11-38	711-11-121 TRAFFIC STRIPE SOLID THERMOPLASTIC WHITE 6"	Linear Foot (Feet)	258129	$1.30	$335,567.70	$1.37	$353,636.73	$1	$258,129.00	$1.05	$271,035.45	$1.95	$503,351.55	$0.95	$245,222.55	$1.75	$451,725.75
#11-39	711-11-102 THERMOPLASTIC SOLID WHITE 8"	Linear Foot (Feet)	1501	$2	$3,002.00	$1.26	$1,891.26	$0.85	$1,275.85	$1.40	$2,101.40	$3.89	$5,838.89	$5	$7,505.00	$3.50	$5,253.50
#11-40	711-11-123 THERMOPLASTIC SOLID WHITE 12"	Linear Foot (Feet)	3200	$6	$19,200.00	$3.41	$10,912.00	$2.29	$7,328.00	$3.78	$12,096.00	$7.79	$24,928.00	$8	$25,600.00	$7	$22,400.00
#11-41	711-11-124 THERMOPLASTIC SOLID WHITE 18"	Linear Foot (Feet)	2950	$7	$20,650.00	$5.13	$15,133.50	$3.44	$10,148.00	$5.68	$16,756.00	$10.38	$30,621.00	$8	$23,600.00	$9.30	$27,435.00
#11-42	711-11-125 THERMOPLASTIC SOLID WHITE 24"	Linear Foot (Feet)	2950	$8	$23,600.00	$9.99	$29,470.50	$4.59	$13,540.50	$7.57	$22,331.50	$12.98	$38,291.00	$8	$23,600.00	$11.60	$34,220.00
#11-43	711-17-1 THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	Square Foot (Feet)	2725	$2.50	$6,812.50	$2.10	$5,722.50	$1.88	$5,123.00	$2.33	$6,349.25	$6.49	$17,685.25	$4	$10,900.00	$5.80	$15,805.00

Notice of Intent to Recommend Award - Invitation for Bid IFB-25-00314: Roadway Resurfacing and Repair Contract.

Posted January 20, 2026

Notice: Pursuant to Division 3 of Article VI, Chapter 2 of the Hillsborough County Code, Protest Process and Procedures and Cone of Silence as revised by Ordinance 23-15, the Bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific details:
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				Ajax Paving Industries of Florida, LLC		Asphalt Paving Systems, Inc.		BURGESS CIVIL, LLC		C.W. Roberts Contracting, Inc.		Hubbard Construction Company		Preferred Materials Inc.		Superior Asphalt INC	
			Base Bid	$20,682,139.40		$20,996,450.62		$21,026,587.22		$30,527,093.26		$28,886,649.94		$21,899,913.73		$29,825,001.01	
			Allowance	$800,000.00													
			Total Bid	$21,482,139.40													
#	Items	Unit of Measure	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#11-44	711-11-221 TRAFFIC STRIPE SOLID THERMOPLASTIC YELLOW 6"	Linear Foot (Feet)	29500	$3	$88,500.00	$1.37	$40,415.00	$1.02	$30,090.00	$2.10	$61,950.00	$3.89	$114,755.00	$4	$118,000.00	$3.50	$103,250.00
#11-45	711-14-123 THERMOPLASTIC PREFORMED WHITE, SOLID 12" FOR CROSSWALK	Linear Foot (Feet)	10000	$8.50	$85,000.00	$11.29	$112,900.00	$8.02	$80,200.00	$9.02	$90,200.00	$11.68	$116,800.00	$8.16	$81,600.00	$10.50	$105,000.00
#11-46	711-11-224 THERMOPLASTIC SOLID YELLOW 18"	Linear Foot (Feet)	3475	$7	$24,325.00	$5.13	$17,826.75	$3.44	$11,954.00	$5.68	$19,738.00	$10.38	$36,070.50	$5.14	$17,861.50	$9.30	$32,317.50
#11-47	711-14-125 THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	Linear Foot (Feet)	7000	$16	$112,000.00	$23.63	$165,410.00	$16.05	$112,350.00	$18.05	$126,350.00	$23.36	$163,520.00	$10	$70,000.00	$21	$147,000.00
#11-48	711-14-170 THERMOPLASTIC PREFORMED, WHITE ARROWS (FOR SPEEDHUMP)	Each	400	$125	$50,000.00	$131.25	$52,500.00	$147.05	$58,820.00	$145.55	$58,220.00	$648.90	$259,560.00	$131.67	$52,668.00	$580	$232,000.00
#11-49	711-14-160 THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	Each	56	$450	$25,200.00	$519.75	$29,106.00	$529.37	$29,644.72	$523.97	$29,342.32	$778.68	$43,606.08	$474.02	$26,545.12	$695	$38,920.00
				AWARD													

G:\Bid Master\FY 25 (Bonfire)\IFB\IFB-25-00314 Roadway Resurfacing and Repair Contract\4. Award\NOITRA

PROCUREMENT SERVICES
PO Box 1110, Tampa, FL 33601-1110
(813) 301-7095 | Fax: (813) 272-6290

BOARD OF COUNTY COMMISSIONERS
Chris Boles
Donna Cameron Cepeda
Harry Cohen
Ken Hagan
Christine Miller
Gwendolyn "Gwen" Myers
Joshua Wostal
COUNTY ADMINISTRATOR
Bonnie M. Wise
COUNTY ATTORNEY
Christine M. Beck
COUNTY INTERNAL AUDITOR
Melinda Jenzarli
CHIEF FINANCIAL ADMINISTRATOR
Tom Fesler

DATE: 1/13/2026

TO: Scott Stromer, Director, Procurement

FROM: DDM Dana Mackey, Section Manager, Infrastructure Engineering Services/Engineering and Operations

SUBJECT: Recommendation for Award for IFB-25-00314 Roadway Resurfacing and Repair Contract /$25,800,000.62

1. Recommended offeror name(s)/price (including allowances):
The estimate on this project was $25,800,000.62. The lowest bid(s), from Ajax Paving Industries of Florida LLC, is $20,682,139.40. With allowances added, the total cost is $21,482,139.40, which is $4,317,861.22 or approximately 20% under the estimate.

2. Has recommended offeror(s) worked satisfactorily for the County performing similar services?
☒ YES
☐ NO
☐ N/A (Only if no recommended offeror.)

3. Reference checks for recommended offeror(s) are satisfactory:
☒ YES
☐ NO
☒ N/A (Only if YES to No. 2 above or no recommended offeror.)

Explanation: The lowest bidder, Ajax Paving Industries of Florida LLC is currently performing similar work for the County.

4. Recommended offeror(s) is responsive and responsible, and has all qualifications and meets all requirements?

☒ YES
☐ NO (If no, provide an explanation)
☐ N/A (Only if no recommended offeror.)

Explanation:

5. **If recommending award, provide a justification for fair and reasonable pricing. Fair and reasonable pricing can be determined by the following:**
   - **Comparison of proposed prices received in the solicitation.**
   - **Comparison of previous contracts within Hillsborough County.**
   - **Comparison of contracts from other municipalities. Search in Bonfire Community, NASPO, State of Florida, etc.**
   - **Comparison to published prices elsewhere (trade journals, catalog pricing economic indexes, etc.).**

   If within +/- 5% of estimated budget, perform at least 1 comparison. If over +/- 5% of estimated budget, perform at least 2 comparisons.

6. **Are there any rejected offeror(s)?**

☒NO
☐ YES

7. **If rejecting, provide a summary statement that addresses the reason for the rejection(s).**

8. **Provide a description of what is being procured that you would like communicated to the approver(s)**

(e.g. County Administrator or Board of County Commissioners).

Hillsborough County Public Works is recommending to award to this contract to the lowest bidder Ajax Paving Industries of Florida LLC, to perform road resurfacing and repairs at various locations within Hillsborough County.

9. **Provide a description of the expected outcome of this procurement that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).**

This procurement will provide additional contract capacity to perform roadway resurfacing and repairs as per identified FY 26 and FY 27 budgets, and to help maintain our overall roadway pavement conditions at an acceptable level of service (LOS).

Project Manager: Dana Mackey **Date:** January 15, 2026

Funding Source:
Funding: ☐ Operating ☐ Grant: Grant Title ☒ Capital Project No(s): C69631000 & C69696018

Fiscal Impact Statement Approved by Management and Budget
This is a two-year term contract. Funding for this procurement is available in the Roadway Pavement Preservation Program Project No. C69631000, and the Road Repaving - Surtax Project No. C69696000. Purchase orders will only be issued against approved budgets.

Fiscal Approved By: Yolanda E Gadson Digitally signed by Yolanda E Gadson Date: 2026.01.16 16:13:04 -05'00' **Date:** 1/16/2026

Recommendation Approved By:  **Date:** 1/20/2026

Department Director/Designee

Attachment(s)

Click or tap here to enter text.

Leland Dicus, P.E. Digitally signed by Leland Dicus, P.E.
Date: 2026.01.16 09:17:12 -05'00'

SMALL BUSINESS ENTERPRISE DIVISION
PO Box 1110 Tampa, FL 33601-1110
(813) 829-2650

BOARD OF COUNTY COMMISSIONERS
Chris Boles
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COUNTY ATTORNEY
Julia Mandell
COUNTY INTERNAL AUDITOR
Melinda Jenzarli

ASSISTANT COUNTY ADMINISTRATOR
Ron Barton

MEMORANDUM

DATE: January 13, 2026

TO: Joseph Wright, Buyer, Procurement Services

FROM: Diana Walker, Special Projects Coordinator, Small Business Enterprises Division

SUBJECT: Small Business Encouragement (SBE) Program Compliance Review

PROJECT: Roadway Resurfacing and Repair Contract

BID NO.: IFB-25-00314

CONTRACTOR: Ajax Paving Industries of Florida, LLC

Our office has reviewed the above-captioned Bid submitted by **Ajax Paving Industries of Florida, LLC** (Bidder) to assess the Bidder's compliance with the Small Business Encouragement (SBE) Program participation requirements established for this Bid. Project-specific participation goals for utilization of registered small business enterprises (SBEs) are established on eligible County projects with an estimated value of $200,000 and above. ***The SBE Program participation goal established for the above-captioned Bid is 5%.***

Registered SBE firms that propose as a Prime contractor (Bidder) must meet the same SBE subcontractor participation goals as a non-registered SBE firm. This means that a registered SBE firm cannot propose or use its own resources to meet the Bid's SBE Program participation goal. If so, that participation value will not count towards the Bid's SBE Program participation goal.

Because a work order/term contract has miscellaneous tasks periodically assigned and performed on an as needed basis, special conditions were developed to recognize the incremental work for work order/term contracts. These Special Conditions are set forth in Contract Terms, Special Terms and Conditions, and Utilization of SBEs (Term) within the Bid specifications. Awarded Bidders are advised that documentation of responsiveness to the above-captioned project's participation goal shall be submitted monthly through the County's vendor compliance system (B2GNow).

The awarded Bidder's responsiveness to the County's SBE program requirements shall be evaluated throughout the term of the contract. Each month the contractor will be notified through the County's vendor compliance system (B2GNow) to report utilization and payments made to all SBE subcontractors in that monthly period. If, after contract award, the contractor wishes to utilize additional SBE subcontractors, the contractor shall submit a request to our office through the County's vendor compliance reporting system (B2GNow) prior to utilization of the additional SBE subcontractor(s) for review and approval. This is to ensure that any additional SBE subcontractor is a registered SBE subcontractor and their participation will be credited towards the contractor's overall goal attainment for this project.

All subcontracts executed between the Bidder (contractor) and the SBE subcontractor(s) must minimally include identification of the projects by County Bid number, contract date, the contracting parties, the price or amount of the work order contract, the work or materials to be provided, the payment provisions, the responsibilities of the parties, and any applicable conditions precedent or subsequent.

For all contracts with an SBE participation goal that the County seeks to renew/extend/modify/change, our office shall provide a report of the contractor's compliance with the SBE participation goal during the term of the contract. If a determination is made that the contractor's actions are not in compliance with the SBE participation goal, our office may recommend that the contract not be renewed/extended/modified/changed.

The participation value for **Central Florida Contractors, Inc., MPG & Company, Inc., Pavemaster Asphalt Paving, LLC and Sunbelt Sod & Grading Company** is counted towards the Bidder's compliance with the SBE Program participation requirements established for this Bid.

After reviewing the submitted documentation, our office finds that the bid submitted by **Ajax Paving Industries of Florida, LLC** is deemed responsive to the SBE Program participation requirements established for this Bid.

cc: Theresa Kempa, Manager, Small Business Enterprises Division



Invitation for Bid

Roadway Resurfacing and Repair Contract

IFB-25-00314

HCFL.gov/Vendors
(813) 272-5790

Hillsborough County Florida
Procurement Services

IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING BID

SOLICITATION TYPE:	Competitive Sealed Bids
SOLICITATION NUMBER:	**IFB-25-00314**
SOLICITATION TITLE:	**Roadway Resurfacing and Repair Contract**
BRIEF DESCRIPTION:	The Hillsborough County Board of County Commissioners (County) is seeking competitive sealed bids from experienced and qualified Contractors to perform roadway resurfacing and repair work at various locations throughout the County.
DUE DATE & TIME:	**December 19, 2025, 2:00 P.M.** Eastern Time (our clock)
PRIMARY CONTACT:	**Joseph Wright, Senior Buyer**
BID SUBMISSION:	The County will only accept bids submitted through its electronic bidding system (Euna Procurement). Bids that are submitted or delivered by non-electronic means (hard-copy paper), facsimile, electronic mail (e-mail), electronic file, or means other than through the County's electronic bidding system (Euna Procurement) will **not** be accepted or considered. Please visit our vendors webpage (hcfl.gov/vendors) for information regarding vendor registration, electronic bid submission, procurement opportunities, and other important resources.
TIMELINESS:	To preserve the integrity of the competitive sealed bid process, bids submitted after the due date and time listed above, unless otherwise amended, cannot and will not be accepted. Please do not wait until the last minute, hour, or day to submit your bid, as you may encounter technical difficulties or issues that cannot be resolved before the due date and time. When preparing to submit your bid, please read and follow all instructions regarding formatting and other details related to the form(s) to be used. Again, please do not wait until it's too late for assistance. We value and need your participation, so the last thing we want is for you to miss this opportunity.
QUESTIONS:	• Questions regarding technical difficulties or errors encountered while submitting proposals through Euna Procurement must be directed to Euna Procurement Support at 1-844-226-3862 or support.bonfire@eunasolutions.com.

- Questions regarding the specifications or solicitation document must be directed to the primary contact listed above using the "messages" section in Euna Procurement for this particular procurement.

- To be given consideration, such requests must be received no later than 14 calendar days after the date of Solicitation issuance in Euna Procurement, site visit, or pre-bid conference, whichever is later.

- Questions regarding vendor registration, training, or general questions must be directed to the Supplier Engagement Team at (813) 272-5790 or iSupplier@HCFL.gov.

SBE GOAL: This procurement requires the successful bidder to meet a subcontracting Small Business Enterprise (SBE) Participation Goal of **5%** and is subject to the policies and procedures governing the County's Small Business Encouragement Program. Please see **Special Terms and Conditions** for complete details and requirements.

CONE OF SILENCE: A Cone of Silence is in effect for this procurement; therefore, no bidder, interested party and/or their principals, officers, employees, attorneys, or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding this procurement and/or a related protest, except as otherwise provided in the Hillsborough County Procurement Protest Policy and Procedures Ordinance. The Cone of Silence does not prohibit a bidder from communicating with the Director of Procurement, staff in the Procurement Services Department, or the County's attorney assigned to this procurement. Violating the Cone of Silence may disqualify the bidder from consideration for award. Please refer to the **Instructions** for complete details about the Cone of Silence.

INSURANCE: Insurance coverage **is** required for this procurement. Please see **IFB-25-00314 Insurance Requirements Attachment** and **Special Terms and Conditions.**

SURETY (BONDS): Bid, performance, and/or payment surety **is** required for this procurement. Please see **Special Terms and Conditions** for complete details and requirements.

E-VERIFY: The Department of Homeland Security's Image Program and E-Verify apply to this procurement. Please see **General Terms and Conditions** for complete details and requirements.

1. SPECIFICATIONS

1.1. Scope

1.1.1 The Hillsborough County Engineering & Operations Department is soliciting competitive bids from experienced and qualified Contractors to perform ongoing and as-needed roadway resurfacing and repair work at various locations throughout the County. The work may include, but is not limited to, the following types of work:

1.1.1.1 Milling and resurfacing roads using Superpave Asphaltic Concrete Structural, Friction courses and/or Full Depth Reclamation;

1.1.1.2 Modification of curbs to facilitate construction;

1.1.1.3 Repair, replace, and/or retrofit curb ramps to meet Americans with Disabilities Act (ADA) compliance requirements;

1.1.1.4 Removal and replacement of speed humps;

1.1.1.5 Removal of turf and grade work when required;

1.1.1.6 Incidental repair of irrigation sprinkler systems;

1.1.1.7 Utility coordination incidental to the construction;

1.1.1.8 Incidental coordination with municipalities in the County according to current inter-local agreements;

1.1.1.9 Incidental work and coordination of temporary construction traffic control within railroad rights-of-way;

1.1.1.10 Restoration and cleanup of construction sites;

1.1.1.11 Incidental street and driveway sweeping;

1.1.1.12 Remove overgrown grass and debris along edge of pavement and on adjacent shoulder;

1.1.1.13 Regrading;

1.1.1.14 Sodding;

1.1.1.15 Earthwork;

1.1.1.16 Pavement Markings;

1.1.1.17 Signage.

1.1.2 The Contractor shall furnish all labor, materials and equipment for the accomplishment of all work as described in the Contract Documents, Specifications, Special Conditions and Supplemental Specifications, Technical Specifications, as shown on the Plans (if available), and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract.

1.1.3 If available, external plan sheets, construction plan sets, or sketches may be supplied to the Contractor with the Work Order at the Project Manager's discretion.

1.1.4 The Contractor is required to render any and all infrastructure and appurtenances associated with or disturbed by the work to an operable condition as determined by the County.

1.1.5 Please refer to the project Scope of Work, Special Conditions and Supplemental Specifications, and Technical Specifications, which will provide further detail and requirements of the Contract.

1.2. Applicable Publications and Terminology

The following publication(s) of the issue in effect on date of this solicitation, forms a part of this specification:

1.2.1 Hillsborough County Public Works Standard Specifications for Construction October 2023 Edition (or latest version)**;**

1.2.2 Florida Department of Transportation (FDOT) FDOT FY 2025 Standard Plans for Road Construction (or latest version);

1.2.3 FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 (or latest version); with the exception of Division I Section 1 through 9, and Division II Sections 100 through 103 and 105;

1.2.4 Manual of Uniform Traffic Control Devices 11th Edition (or latest version);

1.2.5 Hillsborough County Water, Wastewater and Reclaimed Water Technical Specifications October 2023 Edition (or latest version) and Technical Manual October 2023 Edition (or latest version);

1.2.6 Hillsborough County Stormwater Management Technical Manual October 2023 Edition (or latest version);

1.2.7 Tampa Electric Company Standard Electric Service Requirements, latest edition, available from Tampa Electric Company:
https://www.tampaelectric.com/49c963/siteassets/files/content/sesr.pdf ;

1.2.8 ANSI-A300 (Part 1) American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management-Standard Practices (Pruning) https://wwv.isa-arbor.com/store/product/4645 ;

1.2.9 International Society of Arboriculture's companion publication Best Management Practices – Tree Pruning https://wwv.isa-arbor.com/store/product/58/ ; and

1.2.10 the Special Conditions and Supplemental Specifications herein.

Any conflict between the documents shall be resolved in accordance with the requirements of the Hillsborough County General Terms and Conditions.

1.3. Minimum Qualifications

1.3.1 The Bidder/Proposer or principal thereof shall demonstrate recent experience in providing substantially similar services. , including full depth reclamation (with emulsion stabilization) projects.

1.3.2 The County has the right to request additional information from the Bidder regarding experience in performing substantially similar services, and references for said services.

1.3.3 At the time of the Close Date, the Contractor and/or its Subcontractors shall have the following qualifications:

1.3.3.1 The Contractor must hold current, active Certificates of Qualification from FDOT, and maintain the certificates throughout the term of this contract in the following FDOT major classes of work:

1.3.3.1.1 Milling/Resurfacing;

1.3.3.1.2 Flexible Pavement Paving;

1.3.3.1.3 Hot Asphalt Plant Mix;

1.3.3.1.4 Bituminous Courses.

1.3.3.2 The Contractor and/or Subcontractor must hold current, active Certificates of Qualification from FDOT, and maintain the certificates throughout the term of this contract in the following FDOT specialty classes or work:

1.3.3.2.1 Signalization;

1.3.3.2.2 Grassing;

1.3.3.2.3 Seeding;

1.3.3.2.4 Sodding;

1.3.3.2.5 Pavement Markings.

1.3.3.3 FDOT Certificates of Qualification shall be submitted with the bid.

1.3.3.4 An International Society of Arboriculture (ISA) Certified Arborist is a requirement for this contract. Arborist credentials shall be submitted with the bid.

1.3.3.5 Any bid submitted by a Contractor who is not pre-qualified with FDOT as specified above shall be considered non-responsive and rejected by the County.

1.4. Testing

1.4.1 Please refer to the Special Conditions and Supplemental Specifications, and the Technical Specifications which provide further detail and requirements on behalf of the Contractor.

2. SPECIAL TERMS AND CONDITIONS

2.1 Allowance (NPI)

2.1.1 Non-Priced Items (NPI) are defined as those which have not been included as specific unit price items in this bid document. An allowance for NPI's in the amount of $800,000.00 has been included in the Bid Proposal, which represents the maximum amount that may be expended for such work during the term of this contract. NPI work shall be identified by the Contractor in its proposal at the time a Work Order is being prepared. Once an NPI is approved in a Work Order, it may be incorporated into the contract and thus permit its continued use as a unit priced item for future Work Orders. The NPI work shall be priced as follows:

2.1.1.1 Florida Department of Transportation (FDOT) Construction Cost History cost data books (latest Edition) shall be used for the NPI;

2.1.1.2 If the NPI is not provided in the above-referenced FDOT publication, the price shall be negotiated with the Contractor utilizing other referenced sources as identified by the County. An example of such sources would be previous Hillsborough County bids, bids from other municipalities, etc.

2.1.2 For an individual work order, the value of NPI work shall not exceed 10% of the total work order value without prior approval of the Department Director. Once an NPI is approved in a Work Order, it may be incorporated into the contract and thus permit its continued use as a unit priced item for future Work Order.

2.2 Alteration of Plans or of Character of Work

2.2.1 The Professional reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Professional. Such increases, or decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been a part of the original Contract.

2.2.2 The term "significant change" applies only when:

2.2.2.1 The Professional determines that the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2.2.2.2 A major item of Work, defined as having an original Contract value in excess of five percent (5%) of the original Contract amount or is increased or decreased in excess of twenty-five percent (25%) of the original Contract quantity. The County will apply any price adjustment for an increase in quantity only to that portion in excess of twenty-five (25%) of the original Contract item quantity.

2.3 Basis for Award (Overall Low)

Award will be made to the lowest, responsive, and responsible Bidder meeting Specifications. Award will be made to a single Bidder for all line items. If a Bidder fails to submit an Offer on all line items, then that Bidder is not eligible for award.

2.4 Bonds

2.4.1 Earnest Money Deposit/Bid Bonds and Other Bid Securities

2.4.1.1 An Earnest Money Deposit/Bid Bond or other security is required with this Bid. Either a certified check, a cashier's check, treasurer’s check, or a bank draft drawn on any national or state licensed financial institution or, in the alternative, an Earnest Money Deposit completed and signed by all required parties and submitted in the format detailed in the attachment, shall be required to accompany each Bid Proposal in a stated dollar amount which equals not less than five percent (5%) of the sum of the computed total amount of the Bidder’s Bid Proposal.

2.4.1.2 If the Bid will be awarded at a stated dollar amount, the Earnest Money Deposit or other security must be in an amount of five percent (5%) of the stated award amount, regardless of the Bid prices received.

2.4.1.3 Any submitted certified check, cashier's check, treasurer's check, or bank draft shall be drawn on a solvent bank or trust company authorized to do business in Florida, payable to the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law.

2.4.1.4 Sureties on Earnest Money Deposits shall be companies authorized to do business in the State of Florida and satisfactory evidence of the authority of the person or persons executing such Bid Bonds shall be submitted with the Bid Bond.

2.4.1.5 Bid Bonds must be submitted on the form provided (see attachment).

2.4.1.6 Personal checks, business checks, and cash deposits are not acceptable to Hillsborough County and will render your Bid nonresponsive.

2.4.2 Performance and Payment Bonds

2.4.2.1 The successful Bidder shall execute a Performance Bond as shown within the attachment, or furnish acceptable alternative forms of security, in a sum equal to one hundred percent (100%) of the total awarded Contract amount by a Surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. The Performance Bond shall be required from the successful Bidder to ensure the faithful performance of the obligations imposed by the Contract.

2.4.2.2 The successful Bidder shall execute a Payment Bond as shown within the attachments, or furnish acceptable alternative forms of security, in a sum equal to one hundred percent (100%) of the total awarded Contract by a Surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. The Payment Bond shall be provided by the successful Bidder for purposes of protecting the County from lawsuits for non-payment of debt that might arise in connection with the successful Bidder's performance under the Contract.

2.4.2.3 The Performance Bond and Payment Bond forms will be included in the Contract Documents and must be properly executed by the Surety and the successful Bidder. Attorneys-in-fact who sign Bonds or other surety instruments must attach with each Bond or surety instrument a certified and effectively dated copy of their power of attorney and hold an active insurance license in the State of Florida. Certified copies of the recorded Bonds shall be submitted to the County within ten (10) Business Days after the County posts the Notice of Intent to Recommend Award in the County Electronic Bidding System.

2.4.2.4 In lieu of the Performance and Payment Bonds required by this section, the successful Bidder may file with the County an alternative form of security which shall

be in the form of Cash, money order, certified check, cashier's check, irrevocable letter of credit, or alternative securities of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the Performance and Payment Bonds. The determination of the value or acceptability of such alternative forms of security shall be made by the County.

2.4.3 Security Forfeiture

If within ten (10) Business Days after the issuance of the Notice of Intent to Recommend Award is posted in the County Electronic Bidding System, the successful Bidder refuses, or otherwise neglects to execute and deliver the required Agreement, or fails to furnish the required Performance and Payment Bonds, or acceptable alternative forms of security as stipulated herein, or any required Certificates of Insurance, the amount of the Bid security provided by said Bidder, whether cash, check, Bid Bond, or some other form acceptable to the County, or any combination of these, may be forfeited, and the Bidder may be excluded from further consideration for award of the Bid. The Director of Procurement shall have sole discretion to make the determination in the best interest of the County to rescind the Notice of Intent to Recommend Award and to reject the Bidder's Bid. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of its Bid security, or as a defense to any action based upon the neglect or refusal to execute the required Agreement, and/or to furnish the required Bonds and/or applicable Certificates of Insurance as required by the Contract Documents.

2.5 Insurance, Contractor

See IFB-25-00314 Insurance Requirements Attachment

2.5.1 No work for the County shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the County and written Notice to Proceed is issued to the Contractor by the County.

2.5.2 The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.

2.5.3 If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the County the ten (10) Days prior to expiration of current coverages.

2.5.4 Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the County to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

2.5.5 Failure of the Contractor to submit the required Certificates of Insurance within the times required by this Section may result in a delay in issuing the Notice to Proceed. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the Contractor to a change in the Contract Price or Time.

2.6 Liquidated Damages (Work Order)

2.6.1 When Contractor is in default for nonperformance within the stipulated Contract Time including any intermediate Milestone dates, Project Manager shall notify Contractor in writing within thirty (30) Days after the Contract Completion Date or intermediate Milestone Date, and deduct the liquidated damages in the amount stated in the Contract Documents from any monies due the Contractor. The deduction of liquidated damages shall be in addition to any retainage withheld. Additional liquidated damages may be indicated in the Specifications.

2.6.2 Liquidated damages for each Day that each milestone date is not met are as follows:

2.6.2.1 Milestone: Substantial Completion

2.6.2.1.1 ***** Days from Notice to Proceed date.

2.6.2.1.2 Amount of Liquidated Damages: **$1,556.50** per Day

2.6.2.2 Milestone: Final Completion for Work Order

2.6.2.2.1 ***** Days from Notice to Proceed date.

2.6.2.2.2 Amount of Liquidated Damages: **$896.00** per Day

* (Number of Days as determined in the individual Work Order)

2.6.3 Liquidated damages shall be assessed on each milestone separately until that milestone is completed, up to a maximum amount of **$1,556.50** per day.

2.7 Retainage

2.7.1 All progress payments shall be subject to a five percent (5%) retainage throughout the duration of the Contract. The County shall make payment to the Contractor within the time limits set forth in the "Approval of Payments" Clause, unless the County has grounds for withholding the payment of retainage. The County does not have to pay or release any amounts that are the subject of a good faith dispute or the subject of a claim brought pursuant to Section 255.05 Florida Statutes. Retainage may be withheld for deficiencies including, but not limited to, schedule slippage, delinquent submittals, Subcontractor non-payment (regardless of fault) or defective work as provided under the Contract. Remaining retainage shall be released as provided under Florida Statutes Section 218.735 (a) and Section 5.12.6 of this Contract. The Director, at his discretion, has the authority to reduce or release retainage held by the County.

2.7.2 When the County makes any payment of retainage to the Contractor which is attributable to the labor, services or materials supplied by one or more Subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those Subcontractors and suppliers.

2.7.3 If the Contractor elects to withhold retainage from its Subcontractors at a rate higher than five percent (5%), then the Contractor may not request the release of such retainage funds from the County.

2.8 Changes in the Work/Change Orders/Modifications

2.8.1 All additions, deletions, or revisions to the Contract shall be valid and enforceable only when authorized by a written Change Order or Modification Agreement approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners. Only upon receipt of a Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.

2.8.2 Additional Work performed by the Contractor without the authorization of a Change Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

2.8.3 It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and the amount of the applicable Bond(s) shall be adjusted accordingly.

2.9 Contract Period for Term Contract

The Contract resulting from this Solicitation Document will be in effect for a **two** (**2**)-year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA).

2.10 Estimated Quantities

Quantities given represent the best estimate for use and shall be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the Contract Period. The County does not guarantee a minimum total purchase. Furthermore, the requirements of the County may exceed best estimates and the Successful Bidder/Proposer shall provide such requirements to the extent they are reasonable.

2.11 Hillsborough County Governmental Purchasing Council: Reference Laws of Florida 69-1112 and 69-1119

All Offers received by the County in response to this Solicitation Document shall be considered as Offers to members of the Hillsborough County Governmental Purchasing Council. Members, at their discretion, may utilize the Contract that results from this Solicitation Document. Members may purchase the goods, Services and/or Work under the same terms and conditions as the Contract between the Contractor and the County. Members will issue their own purchase orders, issue payments and coordinate the service locations with the Contractor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

Children's Board of Hillsborough County

City of Plant City

City of Tampa

City of Tampa Housing Authority

City of Temple Terrace

Clerk of the Circuit Court

Expressway Authority

Hillsborough Area Regional Transit Authority

Hillsborough County Aviation Authority

Hillsborough County Board of County Commissioners

Hillsborough Community College

Hillsborough County School Board

Hillsborough County Sheriff

Property Appraiser

State Attorney's Office

Supervisor of Elections

Tampa Palms Community Development District

Tampa Port Authority

Tampa Sports Authority

Tax Collector

2.12 Non-Exclusive Contract

Award of this Contract shall impose no obligation on the County to utilize the Successful Bidder/Proposer for all Services and/or Work of this type, which may develop during the Contract Period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar Services and/or Work if it deems such action to be in the County's best interest.

2.13 Ordering

The County shall issue a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) to cover any goods, Services and/or Work to be furnished under this Contract. The County user departments will then issue Standard Purchase Orders against the BPA/CPA on an as-needed basis. The Successful Bidder/Proposer shall deliver the applicable goods, Services and/or Work only upon receipt of a Standard Purchase Order. No goods, Services and/or Work are to be provided until a Standard Purchase Order is issued. However, any Standard Purchase Order issued PRIOR to the end of the Contract Period shall be completed, invoiced and paid after the expiration of the Contract. Orders shall be issued only during the Contract Period. The County reserves the right to modify the delivery location(s) identified throughout the Contract Period.

2.14 Price Escalation/De-Escalation (ENR)

During the period of renewal, the cost escalation factor will be applied only as part of the renewal contract.

2.14.1 The method for adjusting the unit price of each line item uses construction economic information regularly published in ENR (Engineering News-Record). Each line item unit cost is multiplied by the cost escalation factor (CEF) which is calculated as follows:

CEF = Average Index nine months after NTP (or at time of renewal / Average index at NTP.

Where,

Average Index = (Skilled Labor Index + Materials Cost Index) / 2

2.14.2 If the value of the CEF is less than or equal to 1.030, the line-item prices will remain the same for the renewal contract. If the value of the CEF is greater than 1.030, the line-item prices will be multiplied by the CEF to establish new line item prices for the renewal contract. The cost adjustment will take effect at the beginning of the renewal period for all new Work Orders issued under the renewal contract.

2.15 Renewal Option (Mutual)

By mutual consent of the County and the Successful Bidder/Proposer, the Contract resulting from this Solicitation Document (including any amendment(s)) may be extended for an additional **two (2)**-year period at the same prices, terms and conditions. This option shall be exercised only if agreed to by both the Successful Bidder/Proposer and the County through the Board of County Commissioners or designee.

2.16 Work Orders

2.16.1 Upon identifying the need for work or project to be performed under this contract, the Project Manager, or other designated staff person, will meet with the Contractor to review the scope of work. This may also include an on-site visit.

2.16.2 Following this initial meeting, the Project Manager, or other designated representative, will provide the Contractor with a request for Work Order proposal together with written scope of work and/or Construction Documents and completion schedule.

2.16.3 Contractor's Work Order Proposal. Within fourteen (14) Days of receipt of the request for Work Order proposal, the Contractor shall submit to the Project Manager a detailed Work Order proposal using the unit price as shown in the Bid Proposal multiplied by the actual quantities as agreed and/or shown in the final construction plan. The Contractor shall provide a detailed scope of work, shop drawing/sketches and any other information requested by the Project Manager or Professional to back up its estimate. For some work types, the Contractor may be required to submit details and calculations that are signed and sealed by a registered Florida Professional Engineer. The Contractor shall ensure that its proposal is complete using the applicable drawings/specifications and standards.

2.16.4 The Contractor may also be required to provide a work breakdown structure, including materials with manpower and equipment hours, if requested by the Project Manager or designated representative, to justify the cost of an Allowance Authorization (AAR). The Contractor's Work Order Proposal shall include a Standard project cost

sheet. The project cost sheet shall include quantified line items from the Bid proposal, along with any AAR items, supported by the appropriate documents and a permit allowance, if applicable. The project cost sheet shall itemize each part of the project scope, including the item number, description, unit of measure, quantity, cost per unit and extended total for each line item.

2.16.5 The detailed (Contractor-developed) statement of work must be supported by all necessary documentation to indicate that adequate planning to accomplish the required work has been performed. Costs for the preparation of Work Order proposals and supporting documentation shall be included in the Contractor's bid proposal and will not be paid separately by the County.

2.16.6 The bid proposal shall serve as the basis for establishing the value of the Work to be performed on a unit price basis.

2.16.7 As part of the price proposal, the Contractor shall also provide a construction schedule for completion of the Work.

2.16.8 The Contractor will update the CPM schedule, at the sole discretion of the Project Manager, when the Work or the contract time has changed appreciably.

2.16.9 The Contractor shall submit its proposal to the Project Manager, or designated representative, who will evaluate the proposal. The Contractor shall, upon request, meet with the Project Manager and/or designated representative to review the submitted proposal and shall, at the Project Manager's request, enter into negotiations to develop an agreed upon price and schedule fully supported by complete back up documents. The Contractor shall submit a revised proposal and/or schedule, if necessary. If the proposal or revised proposal including construction schedule, is approved by the Project Manager and/or designated representative, a Work Order shall be issued to the Contractor. The Work Order shall serve as the Project Manager's Notice to Proceed to the Contractor.

2.16.10 The amount specified on an individual Work Order constitutes the total compensation payable to the Contractor for performing the specified work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Work Order price. The Work Order price may only be changed by written revision to the Work Order. After a Work Order has been issued to the Contractor, it may be revised only for increases or decreases in work (or changes in scope) beyond that shown in the original Work Order scope and construction documents, as determined by the Project Manager. If, in the Project Manager's opinion, increases or decreases in Work or changes to scope and/or time are required, the Contractor must provide a proposal for the same. The Project Manager will review the Contractor's proposal and, if approved, will issue a revised Work Order.

2.16.11 If the Contractor desires to make a claim for a change in the price or time of an authorized Work Order, then any such claim shall be in writing and delivered to the Project

Manager within fifteen (15) Days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Work Order price or time shall be determined by the Project Manager. Any change in the Work Order price or time shall be incorporated into an authorized revised Work Order and revised construction schedule.

2.16.12 The Project Manager, or his designated representative, reserves the right to reject any proposal, in which case the Project Manager, or his designated representative, shall have no obligation to issue the Work Order or revised Work Order.

2.16.13 Timeliness of Service. Since the primary goal of work order contracting is the speedy acquisition of construction services, Contractor responsiveness under the terms of this contract is paramount. Upon notification of a need for services, the Contractor shall acknowledge the request and be available for a meeting and/or site visit within three (3) Business Days. The Contractor shall provide a Work Order proposal, or any revisions thereof, within fourteen (14) Days after receipt of the request for Work Order Proposal, unless the County agrees to a time extension in writing prior to the response deadline. Upon County approval and issuance of a Work Order, the Contractor will commence with the Work and proceed in accordance with the Work Order schedule. The Work Order completion time shall not exceed the time specified in the Work Order. Failure to respond within the time(s) specified above may result in the Work being performed by others; and/or no further Work Orders being issued to the Contractor; and/or termination of the contract; and/or the filing of a claim by the County against the Performance Bond.

2.16.14 In the event the County and Contractor are unable to agree on a proposal, the County may reject the Contractor's proposal and not issue a Work Order, or may issue a Work Order adjusting the Contractor's proposal based on the County's evaluation of scope and quantities represented in the Contractor's proposal. If, in the Project Manager's opinion, additional unit price items or quantities are required to complete the project, a revised Work Order detailing the additional work will be issued. It shall be the Contractor's responsibility to notify the Project Manager, or his designated representative, if the additional quantities are likely to exceed the Work Order limit and obtain prior approval for the additional work.

2.16.15 In the event the County desires to change the scope of a Work Order and if the County and the Contractor do not arrive at a mutually acceptable increase or decrease in the Work Order price and/or schedule, the Project Manager may issue a revision to the Work Order based on the County's evaluation of scope and quantities. If, in the Project Manager's opinion, additional unit price items or quantities are required to complete the project, a further revision to the Work Order detailing the additional work will be issued. The Contractor shall not use the lack of agreement on the revised price and/or schedule as a basis or cause to stop or otherwise delay the progress or completion of any of the work required pursuant to the Work Order.

2.16.16 If, after issuance of a Work Order, the Contractor refuses or otherwise fails to perform the Work, the County reserves the right to take any or all of the following actions:

2.16.17 Obtain the Work Order services from another contractor; and/or

2.16.17.1 Terminate the contract; and/or

2.16.17.2 Debar the Contractor from bidding for a period of up to twenty-four (24) months; and/or

2.16.17.3 File a claim against the performance bond.

2.16.18 If the Contractor believes there is good cause for not performing the requested Work, the Contractor shall submit such information in writing along with its refusal to perform the work, and may appeal an adverse decision to the Director.

2.16.19 Pricing of Work Orders. Pricing of Work Orders shall be accomplished by multiplying the appropriate unit prices times the quantities of each line item required for the Work Order, to arrive at a pay quantity for that line item; all such line item pay quantities shall be added to arrive at the Work Order cost. After a Work Order has been issued to the Contractor, it may be revised only for additional work or changes in scope beyond that shown in the scope of work and construction documents as determined by the Project Manager. It shall be the Contractor's responsibility to advise the County and obtain a revised Work Order as prior approval for additional work beyond that specified in the Work Order and construction documents. The Contractor may use an automated spread sheet system for pricing purposes, provided the system is approved by the County.

2.17 Utilization of SBEs (Term Contracts)

2.17.1 **General Information** – This Section outlines the requirements/specifications for small business enterprise participation in any resulting contracts resulting from this solicitation pursuant to the County's Small Business Encouragement Program (Hillsborough County Resolution No. R25-071). Small Business Enterprise (SBE) shall mean a business that is registered as a bona fide small business enterprise with the County or that has been granted reciprocal registration as a small business enterprise by the County.

It is the policy of the County's Board of County Commissioners (BOCC) to encourage the participation of all responsible businesses in County contracting and procurement activities. The objective of the County's Small Business Encouragement Program is to provide opportunities for the participation of SBEs in County procurement and contracting activities and to encourage the participation of all responsible and eligible SBEs in these activities. In this regard, the Successful Bidder to whom any award of this solicitation is made shall take all necessary and reasonable steps to ensure that SBEs have the maximum opportunity to participate in this contract and shall be contractually obligated to meet the SBE participation goal established for this contract/project.

The County has established an overall annual goal of twenty percent (20%) for the participation of SBEs in all construction contracts valued at Two Hundred Thousand Dollars ($200,000) or more.

Failure of a Bidder to comply with the pre-award requirements set forth in this Section may result in the County's rejection of the Bid. Failure of the Successful Bidder/Contractor to perform/comply with the applicable contractual requirements regarding the County's Small Business Encouragement Program may constitute a material breach of the Contract and may result in termination of the Contract by the County.

2.17.2 **SBE Participation Goal** – The County's Small Business Encouragement Program participation goal is detailed below:

2.17.2.1 Project Goal. In connection with this solicitation and its resulting Contract, a goal of **5%** has been established for participation by SBEs as Subcontractors. The established goal shall be applied to the full monetary value of the Contract (excluding the value of possible alternates) and shall be reflected in the monetary portion spent on subcontracts for consulting and/or construction services to be awarded to those SBEs meeting Contract Specifications.

2.17.2.2 SBE Suppliers. With respect to the participation of SBE suppliers, credit toward the goal will be calculated as follows: Fifty percent (50%) of the total value of supplies furnished by a registered SBE will be credited toward the goals established for the project/Contract provided that the supplier is not a manufacturer. If the SBE supplier also manufactures the product, then full credit (100%) will be given.

2.17.2.3 Term Contracts and Work Order (WORCS) Contracts. On Term Contracts or Work Order (WORCS) Contracts, the SBE goal shall apply to all work orders regardless of monetary value. If the Contract is extended or renewed, the SBE goal shall remain at the original goal unless the County has established a revised goal.

2.17.2.4 2nd and 3rd Tier Participation for Project over $20 Million.
Bidders will be allowed to utilize second tier SBE participation (i.e., SBE subcontractor of 1st tier subcontractor) and third (3rd) tier SBE participation (i.e., SBE subcontractor of 2nd tier subcontractor) for goal attainment in projects/contracts valued at over Twenty Million Dollars ($20,000,000).

2.17.2.5 Obligation to Meet SBE Project Goal – The Successful Bidder who is awarded a contract resulting from this solicitation shall be contractually obligated to meet the overall SBE participation goal established for this Contract.

2.17.2.6 Contracts of $200,000 or More with no Goal. For Contracts for which no project goal was established (as evidenced by "N/A" appearing in the first blank in the above clause) because the project/Contract was estimated by the County at a price of less than Two Hundred Thousand Dollars ($200,000) but for which the Bid(s) received equal or exceed $200,000, the County's annual goal of twenty percent (20%) **shall** apply.

2.17.2.7 Contracts Less than $200,000 with a Goal. For Contracts for which a project goal is established but for which the Bid(s) received are less than Two Hundred Thousand Dollars ($200,000), the established goal **shall not** apply.

2.17.2.8 Goal Attainment Credit. Bidders will receive goal attainment credit for SBE subcontracts only for Subcontractors that are registered SBEs and have a current, valid license (if required) in the specific area of expertise for which credit is sought, at the time of the Close Date of this solicitation. Bidders may use any SBE registered with Hillsborough County or other governmental jurisdictions (by way of reciprocal registration as set forth below).

2.17.2.9 SBE-1 Form. Bidders **must** use the Subcontractors/Material Suppliers List-Construction Contracts (SBE-1 Form) included in this solicitation, if applicable, to document Bidders' attainment of the SBE participation goal. The identification of all SBE businesses to be utilized on the project **must** be shown on this form. This form is the basis for determining whether the Bidder has met the SBE participation goal for this Contract/project.

2.17.2.10 Assistance to SBE Firms. Bidders shall undertake to provide information and assistance to SBEs for the purpose of facilitating proposals by said SBEs to provide Subcontractor services to the Bidders. These efforts shall include Bidders making the necessary and reasonable steps in selecting economically feasible portions of the work to be broken down to facilitate SBE participation. The County's Small Business Enterprises Division may refer the Bidder to the appropriate County agency/department for technical assistance in identifying portions of the work that can be broken down for SBE participation.

2.17.2.11 SBE Bidding as a Prime Contractor. Any SBE firm who submits a Bid as a prime Contractor on a construction project shall be subject to the same SBE Subcontractor participation goals as a non-SBE Bidder. This means that the SBE prime Contractor **cannot** use its own resources to meet the Contract/project's SBE Subcontractor participation goal.

2.17.3 Registration/Reciprocity/Joint Venture

2.17.3.1 Registration – Registration as a SBE must be obtained by a Subcontractor **prior** to the Close Date of this solicitation in order for such SBE to be counted toward the SBE participation goal. **Businesses that have graduated from Hillsborough County's Small Business Encouragement Program and those that have been denied registration by the County shall not be counted toward goal attainment and/or goal attainment through reciprocal registration or joint venture.** The County's SBE Directory and a list of those firms that have graduated from the County's Small Business Encouragement Program, as well as those firms who have been denied registration with the County's Small Business Encouragement Program can be found on the County website at: https://hcfl.gov/businesses/doing-business-with-hillsborough/small-business-encouragement-program

2.17.3.2 Reciprocity - Provisional reciprocity shall be granted to SBE firms that have been principally domiciled (headquartered) within one (1) of the following Florida counties for a period of at least six (6) months: Hillsborough, Pinellas, Pasco or Hernando, **and** registered by a local city, county, or state jurisdiction located within one (1) of these counties. In order to be considered for provisional registration and be counted toward goal attainment, a letter of registration from the registering jurisdiction or copy of documentation evidencing registration by the registering jurisdiction **must** be submitted by the apparent low Bidder within five (5) Business Days of notification by the County of apparent low Bidder status. **A reciprocal registration shall become effective on the date of Contract award and is only valid for one (1) six (6) month period from that date.** All firms granted reciprocal registration who wish to continue to participate in the County's Small Business Encouragement Program after the expiration of its reciprocal registration will be required to complete an application for registration to the County's Program **prior** to the expiration of the six-month reciprocal registration period.

2.17.3.3 Joint Venture – A joint venture consisting of a SBE and a non-SBE functioning as a subcontractor and a second-tier subcontractor will be

credited with SBE participation based on the SBE venturer's percentage of participation in the work, risk and profits of the joint venture. Joint ventures shall be qualified in accordance with the rules of the Construction Industry Licensing Board as required by Section 489.119, Florida Statutes. **A joint venture with SBE component(s) must be approved by the County's Small Business Enterprises Division in order for the SBE component's involvement to be credited toward fulfilling the County's SBE participation goal**. The SBE component of the joint venture must be a **County-registered** SBE (i.e., registered as a SBE in the County's Small Business Encouragement Program). SBEs that have reciprocal registration with other counties cannot be used for the joint venture.

2.17.3.3.1 A Joint Venture Bidder **must** submit the following documents to the County's Small Business Enterprises Division no later than ten (10) Business Days **prior** to the Close Date of this solicitation for the purpose of review and approval of the joint venture by the County's Small Business Enterprises Division:

2.17.3.3.1.1 A fully-executed Joint Venture Disclosure Affidavit which must state that the Joint Venture complies with Chapter 489, Florida Statutes;

2.17.3.3.1.2 Proof of **County** SBE registration for each SBE component of the joint venture;

2.17.3.3.1.3 Business resume for each party/member of the joint venture; and

2.17.3.3.1.4 A copy of the joint venture agreement which must reflect the scope of the SBE venturer's managerial and financial responsibilities.

2.17.3.3.2 A joint venture Bidder **must** submit the following documents **with** its Bid in order to have the SBE component of the joint venture counted toward the SBE participation goal:

2.17.3.3.2.1 A copy of the **County-approved** Joint Venture Disclosure Affidavit; and

2.17.3.3.2.2 The Bid submitted by the joint venture must be signed by all parties to the joint venture.

2.17.4 SBE Documents Due *Prior* to Bid Submission

The following documents must be completed and submitted by the Bidder **prior** to the Bidder's submission of its Bid to the County:

2.17.4.1 Joint Venture Documents (only applicable if the Bidder/prime Contractor is a joint venture) - the Joint Venture Disclosure Affidavit along with the other documents specifically listed above must be submitted to the County no later than ten (10) Business Days prior to the Close Date of this solicitation for the purpose of review and approval of the joint venture by the County's Small Business Enterprises Division.

2.17.5 SBE Documents Due *at Time* of Bid Submission

The following SBE documents must be completed by the Bidder and submitted **with its Bid** on or before the Close Date of this solicitation:

2.17.5.1 The Subcontractors/Material Suppliers List – Construction Contracts (SBE-1 Form) ***see SBE-1 Form included with this solicitation.*** The Subcontractors/Material Suppliers List – Construction Contracts (SBE-1 Form) must include the Subcontractor's/material supplier's name, scope or type of work to be performed, dollar amount, and whether the Subcontractor/material supplier is a registered SBE. The identification of all SBEs to be utilized on the project **must** be shown on this form. This form is the basis for determining whether the Bidder has met the SBE participation goal for this Contract/project.

2.17.5.2 County-Approved Joint Venture Disclosure Affidavit (only applicable if the Bidder/prime Contractor is a joint venture). **Please Note:** the Bid submitted by the joint venture must be signed by **all parties** to the joint venture.

2.17.6 SBE Documents Due *Within 5 Business Days* of Notification of Low Bidder Status

The following SBE documents must be completed and submitted by the apparent low Bidder within **five (5) Business Days** of notification of low Bidder Status by the County:

2.17.6.1 Executed Letters of Intent (signed by both parties) for all SBE Subcontractors listed on the Bidder's Subcontractor/Material Suppliers List – Construction Contracts (SBE-1 Form) in monetary amounts that **must** meet the SBE participation goal. **Failure to submit executed Letters of Intent that are consistent with the Bidder's Subcontractor/Material Suppliers List shall result in the omitted/affected subcontracts not being credited toward goal attainment and may result in a finding of non-responsiveness to the County's Small Business Encouragement Program requirements which may result in the rejection of your Bid/offer.**

2.17.6.1.1. Letters of Intent – ***see form Letter of Intent included with this solicitation***. The form Letter of Intent included with this solicitation **must** be used to ensure that all the required

information is provided. **Failure to use the County's form Letter of Intent may result in the rejection of your Bid/offer.** A separate Letter of Intent must be used for each SBE subcontractor and must be completed in its entirety and signed by the legally authorized representatives of the Contractor AND the SBE subcontractor.

2.17.6.1.2 Subcontract agreements/Letters of Intent must be submitted to the County's Procurement Services Department.

2.17.6.1.3 Letters of Intent for Additional SBEs not listed on SBE-1 Form. If the Bidder submits additional Letters of Intent that are over and above what is listed on the Bidder's Subcontractor/Material Suppliers List-Construction Contracts (SBE-1 Form), then these additional SBE firms and/or monetary amounts will be credited toward Bidder's SBE participation goal attainment. However, **Please Note:** that the Bidder must first be deemed to be responsive to the goal through the SBE-1 Form in order to receive this additional credit toward SBE participation goal attainment. Registration of submitted SBE firms must be verified in order for this additional credit to be received.

2.17.6.1.4 References to Other Documents. Bidders who submit subcontract agreements/Letters of Intent which attempt to include by reference other document(s) which are not part of the official County bid package **must** attach a copy of all such referenced documents to be included with the subcontract at the time the executed SBE subcontract agreements/Letters of Intent are submitted to the County.

2.17.6.2 Proof of SBE registration from the registering jurisdiction(s) for each named SBE firm that is not a Hillsborough County-registered SBE. If a named SBE firm is seeking reciprocal registration with the County, then a letter from the registering jurisdiction or a copy of the registration document evidencing registration by the registering jurisdiction must be provided.

2.17.6.3 Extension of Time to Provide Required Documents. The County reserves the right to request and allow the apparent low bidder an extension of the five (5) Business Day time period to provide the required documentation but such extension shall be solely at the County's discretion.

2.17.7 Guidance/Assistance by the County

Bidders should contact the County's Small Business Enterprises Division immediately for guidance and assistance in the event that:

2.17.7.1 The Bidder anticipates or has difficulty in identifying and/or obtaining SBEs for subcontract participation;

2.17.7.2 The Bidder is unable to identify portions of the work that can be broken down for SBE subcontract participation; or

2.17.7.3 The Bidder determines that breaking down the work is not possible or feasible.

The County's Small Business Enterprises Division will work with and assist the Bidder to meet its SBE participation goal; however, it shall ultimately be the Bidder's responsibility to comply with the participation goal.

2.17.8 Bidder Responsiveness/Goal Attainment

In order to be deemed responsive to the County's SBE participation goal, Bidders **must** document goal attainment using the Subcontractor/Material Suppliers List – Construction Contracts (SBE-1 Form) in their Bid. The County's Small Business Enterprises Division shall be responsible for making the determination regarding the responsiveness of Bidders to the SBE participation goal. If the Bidder has achieved the SBE participation goal in its Bid, then a recommendation of Bidder "responsiveness" shall be made. If the Bidder has not achieved the SBE participation goal in its Bid, then a recommendation of Bidder "non-responsiveness" shall be made. In the event the responsiveness determination is not in favor of a Bidder, then the Bidder will be notified in writing by Procurement Services. Any objection to a non-responsive determination shall be deemed a protest, and the Bidder will be required to file said protest in strict accordance with Hillsborough County's Procurement Protest Policy and Procedures Ordinance (Hillsborough County Ordinance No. 23-15) – Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3.

2.17.9 Additional Credit Toward Goal Attainment *Before* Contract Award

If, prior to the County's award of the Contract, the Bidder submits additional SBE executed Subcontract agreements and/or Letters of Intent that are over and above what is listed on the Bidder's Subcontractor/Material Suppliers List – Construction Contracts (SBE-1 Form), then these additional firms and/or monetary amounts will be credited toward Bidder's SBE participation goal attainment. However, **Please Note** that the Bidder must first be deemed to be responsive to the goal through the SBE-1 Form in order to receive this additional credit toward goal attainment. Registration of these additional SBE firms must be verified in order for this additional credit to be received.

2.17.10 Additional Credit Toward Goal Attainment *After* Contract Award

If, after the Contract has been awarded by the County, the Successful Bidder/Contractor during the course of the Contract wishes to utilize additional registered SBE subcontractors for the project, then this shall be allowed with the approval of the County's Small Business Enterprises Division and will be counted towards the Successful Bidder's/Contractor's overall goal attainment for the project/Contract. Registration of these additional SBE firms must be verified in order for this additional credit to be received.

2.17.11 Issuance of Work Orders

For Contracts/projects with SBE goals, the County will issue a Work Order for the applicable project only after the Successful Bidder's/Contractor's compliance with the stated goal is documented in accordance with the County's SBE Policy/Procedures and confirmation of such compliance is received from the County's Small Business Enterprises Division.

2.17.12 Documents Due to County upon Completion of Project

2.17.12.1 Statement of Satisfaction or Final Lien Release Waiver. Upon completion of the project, the Contractor shall submit to County's Small Business Enterprises Division documentation of all payments made and/or all outstanding payments due to the SBE firms which are confirmed on the Subcontractor's Statement of Satisfaction or Final Lien Release Waiver for the applicable project. If there are outstanding payments due to a SBE subcontractor, then the Contractor and the SBE subcontractor must agree on the balance due amount and how this amount due will be paid or resolved, before the County will issue final payment for the project. A Consent of Surety Bond **will not** be accepted in lieu of the Subcontractor's Statement of Satisfaction or Final Lien Waiver.

2.17.12.2 Failure to Meet SBE Goal. If the Contractor has not met its SBE participation goal, the Contractor must provide documentation outlining the reasons and/or circumstances that impacted its ability to meet the SBE participation goal. If the determination is made that all SBE subcontractors have not been paid for all acceptable work and materials and the Contractor is not in compliance with the County's Small Business Encouragement Program requirements, then the County's Small Business Enterprises Division may recommend that the final payment not be made.

2.17.13 Vendor Compliance System (B2GNOW)

2.17.13.1 For Contracts/projects with SBE goals, the Contractor is required to utilize the County's Vendor Compliance System on a monthly basis to confirm payments received from the County and to list any payments made by the Contractor to SBE Subcontractors in that monthly period. **Contractor is required to report monthly payments to all SBE Subcontractors whether or not payment has been made to the Contractor by the County.** If no payment has been made by the County, then Contractor must report a zero (0) dollar amount in the Vendor Compliance System.

2.17.13.2 The County's Vendor Compliance System can be accessed at the following link: https://hclf.gov/sbe

2.17.13.3 Contractors will receive email and/or facsimile notifications alerting them when there is a need to respond.

2.17.13.4 To ensure that Contractor maintains compliance with the County's contract compliance program, the Contractor is required to update its contact information in the Vendor Compliance System, which is hosted by third party vendor - B2GNow.

2.17.13.5 In the event Contractor has any questions regarding how to create an account or require assistance accessing its account, Contractor should click on the "Help First Time Visitors" link located on the diversity compliance page listed above. The following on-line classes on the Vendor Compliance System are available:

2.17.13.5.1 Contract Compliance Reporting – Vendor Training, classes are given on a weekly basis.

2.17.13.5.2 Introduction to the System – Vendor Training, classes are given on a bi-monthly basis.

To sign up for one of these training events, Contractor should click on the "Training and Events" link located on the diversity compliance page listed above.

2.17.14 Contract Compliance Requirements

2.17.14.1 Compliance Monitoring-General - Compliance monitoring and reviews are conducted by the County's Small Business Enterprises Division to determine if the Contractor and/or subcontractors are complying with the requirements of the County's Small Business Encouragement Program. Failure of the Contractor to comply with these requirements

may result in the County taking remedial action by legal or non-legal means.

2.17.14.2 Substitution of SBE Subcontractor - If the Contractor or SBE subcontractor is unable to perform pursuant to a subcontract utilized by the County in a determination of the Contractor's responsiveness to the Small Business Encouragement Program, the Contractor shall substitute the affected SBE subcontractor with another registered SBE subcontractor. The Contractor shall not substitute with a non-SBE subcontractor or complete the work using its own resources without the prior written approval of the County. Approval shall be provided only upon a showing by the Contractor that it is not reasonable or possible to obtain the services of another registered SBE business to complete the relevant portions of the Contract.

2.17.14.3 Failure to meet SBE Goal – If the Contractor has not met its SBE participation goal, then the Contractor must provide documentation to the County's Small Business Enterprises Division outlining the reasons and/or circumstances that impacted the Contractor's ability to meet the participation goal.

2.17.14.4 Compliance Monitoring by the County - The County may utilize the following tools to determine if the Contractor and/or subcontractors are complying with their SBE utilization requirements and/or other requirements of the County's Small Business Encouragement Program:

2.17.14.4.1 Information generated by the County's Vendor Compliance System (B2GNOW) based on the required monthly payment/utilization reporting requirements of the County's Small Business Encouragement Program.

2.17.14.4.2 The Small Business Enterprises Division may make scheduled and/or unannounced project site visits to assess Contractor's and/or subcontractor(s) performance and/or compliance.

2.17.14.4.3 The Small Business Enterprises Division may require the Contractor and/or subcontractors to furnish the County with additional documentation (separate from those generated by the County's Vendor Compliance System (B2GNOW)).

2.17.14.4.4 Communications, meetings and/or interviews with the Contractor and/or subcontractors, including their employees

and/or agents, to identify and discuss other project-related matters or concerns such as performance and reporting relationships.

2.17.14.4.5 The Small Business Enterprises Division may review subcontract agreements, purchase orders and other related and relevant documents for the purpose of verifying that subcontractors are performing and receiving payment for the work specified therein.

2.17.14.5 Notification of Non-Compliance -

2.17.14.5.1 The County shall issue a non-compliance and/or "failure to meet goal" notification to the Contractor if the County determines that the Contractor is not in compliance with its SBE utilization requirements and/or the Small Business Encouragement Program requirements ("Non-Compliance Notice").

2.17.14.5.2 The Non-Compliance Notice shall specify the following:
(A) Identify the compliance deficiencies;
(B) Instruct the Contractor to take the following actions (1. or 2. below) to ensure its compliance with its SBE utilization requirements and/or the Small Business Encouragement Program requirements:

1.
(aa) Immediately take action to correct the compliance deficiency; **and**
(bb) Submit a written commitment to the County, within five (5) business days of the date of the notice, specifying the corrective actions to be taken to remedy the compliance deficiencies. Such written commitment must include the specific actions to be taken and the date for completion.

OR

2. Contact the County within five (5) business days of the date of the notice to discuss any issues preventing the Contractor's compliance with the SBE requirements and to identify a resolution to such issues. Such resolution will be in writing and

must be approved by the County's Small Business Enterprises Division.

2.17.14.5.3 The Small Business Enterprises Division shall have the right to approve the Contractor's written commitment and/or request modifications/adjustments to the Contractor's written commitment.

2.17.14.5.4 Any commitments made by the Contractor to remedy its compliance deficiencies will not preclude future determinations of non-compliance based on the County's finding that the Contractor commitments were not faithfully performed.

2.17.14.6 Non-Compliance – If the County issues a Non-Compliance Notice to the Contractor and the Contractor subsequently fails to address and/or remedy the compliance deficiencies as specified in the Non-Compliance Notice, then this failure by the Contractor (i) may be deemed by the County to be a material breach of the Contract, and (ii) shall entitle the County to exercise any or all of the remedies set forth in the Subsection below titled "Non-Performance of Contractor and Remedies of the County".

2.17.15 Non-Performance of Contractor and Remedies of County

2.17.15.1 Failure by the Contractor to comply with its SBE utilization requirements and/or comply with the requirements of the County's Small Business Encouragement Program may be considered by the County to be a material breach of contract.

2.17.15.2 Hillsborough County reserves the right to exercise any available remedy in the event of the Contractor's failure to comply with its SBE utilization requirements and/or comply with the requirements of the County's Small Business Encouragement Program.

2.17.15.3 Failure to perform under the terms of the Contract with regard to the Small Business Encouragement Program, includes, but is not limited to, the following:

2.17.15.3.1 Failure of the Contractor (without the prior written approval of the County) to utilize the services of a SBE pursuant to a subcontract submitted to the County and utilized by the County in a determination of the Contractor's responsiveness to the Small Business Encouragement Program.

2.17.15.3.2 Failure of the Contractor to address the compliance deficiencies as specified in a Non-Compliance Notice issued to the Contractor by the County.

2.17.15.3.3 Knowingly using a front company (i.e. a firm/business which is not, in fact, a registered SBE, but poses as such in order to participate in the County's Program) to achieve SBE participation on the County Contract.

2.17.15.3.4 Making any false statement(s) or using deceit for the purpose of influencing, in any way, any action of the County.

2.17.15.3.5 Unethical or other serious lack of business integrity with regard to SBE Contract performance.

2.17.15.3.6 Failure to report payments made to identified SBE businesses in the County's Vendor Compliance Management System (B2GNOW).

2.17.15.4 Remedies available to the County include, but are not limited to, the following:

2.17.15.4.1 Termination of the Contract with the County.

2.17.15.4.2 The exercise of any and/or all available legal remedies for breach of contract.

2.17.15.4.3 Either the total amount (or a percentage thereof as deemed appropriate by the County) paid to the Contractor or firm under the Contract intended for expenditure with a SBE firm and not so expended may be forfeited and recoverable by the County.

2.17.15.4.4 Any violations under this section of any applicable local, state or federal law or rule shall be referred to the applicable law enforcement or regulatory agency for investigation and/or prosecution.

2.17.15.4.5 The Director of the County's Small Business Enterprises Division may recommend to the County's Director of Procurement Services that the Contractor be suspended or debarred from bidding on and/or working on County contracts pursuant to the criteria set forth in the County's Procurement Policy.

2.17.15.4.6 Failure of the Contractor to comply with its SBE utilization requirements and/or reporting requirements may result in a

non-responsibility determination of Bids/offers by the Contractor on future procurement solicitations issued by the County.

2.17.15.4.7 Any Contractor or firm that falsely represents to the County, pursuant to the County Contract, that it will use the commodities or services of a SBE firm and fails to do so, may be in breach of the Contract; whereupon, the County may exercise all available remedies for breach of contract.

2.17.16 Prompt Payment Policy

2.17.16.1 Every construction Contract let by the County for the performance of work shall contain a provision requiring the prime construction Contractor to certify, in writing, that all Subcontractors and suppliers have been paid for acceptable work and materials from previous progress payments received by the prime Contractor (less any retainage) prior to the County's disbursement of any further progress payments.

2.17.16.2 During the Contract the County may, and upon completion of the Contract the County shall, require documentation to certify that payments to such Subcontractors or suppliers have been made. This provision in no way creates any contractual relationship between any Subcontractor and the County or any liability on the County for the Contractor's failure to make timely payments to the Subcontractor or supplier. However, the County will consider the Contractor's failure to comply with this provision a breach of Contract.

2.17.17 Unlicensed/Improperly Licensed SBE Firms

Any SBE firm procuring or entering into a contract/agreement to perform work for which the SBE firm is not properly licensed is in violation of Hillsborough County Ordinances 86-6, 86-7, 86-8, 86-9, and 86-10, and Chapter 489, Part I, Florida Statutes; and violations thereof may be referred to the appropriate authorities for action.

2.18 Construction Apprenticeship Program

2.18.1 General Information

2.18.1.1 There is a shortage of skilled labor for construction projects. This shortage of labor results in delays, expenses, and other challenges to the County's construction projects. Apprenticeships create opportunities for training and experience that will assist in ensuring that a trained workforce will be available for future County construction projects. By incentivizing the use of Apprentices for County Construction Contracts as provided for in Chapter 2, Article VI,

Division 4, Sections 2-577 through 2-580, it is the intent of the Board of County Commissioners to increase the number of Apprentices used by Contractors, thereby creating opportunities that will result in an increase in the number of skilled workers available for future County construction projects. The County Administrator shall have the authority to develop policies and procedures applicable to the administration of the Apprenticeship Program as necessary.

2.18.1.2 This program will apply when:

2.18.1.2.1 The construction project funded by the County in an amount equal to or greater than $5,000,000.00 that involves the process of building, altering, repairing, improving, maintaining, or demolishing one or more public facilities or buildings, or other public improvements of any kind to any real property or public facility owned or under the control of the County.

2.18.1.2.2 Construction Apprenticeship Program Incentive: "Incentive" for purposes of the County's Construction Apprenticeship Program shall mean a monetary payment or credit of thirty percent (30%) of the amount expended by a Contractor or its Subcontractor(s) on Apprentice Costs on a Construction Contract up to a maximum amount of one hundred thousand dollars ($100,000.00) for a Construction Contract of less than twenty million dollars ($20,000,000.00) or up to a maximum amount of two hundred thousand dollars ($200,000.00) for a Construction Contract equal to or exceeding twenty million dollars ($20,000,000.00).

2.18.2 **Participation Incentive Guidelines**

2.18.2.1 Subject to limitations and exceptions provided for in Chapter 2, Article VI, Division 4, Sections 2-577 through 2-580 of the Hillsborough County Code of Ordinances, and compliance by the Contractor with the requirements of this section and the Construction Contract, the County shall provide an Incentive on Construction Contracts when Apprentices are used on the Construction Contract.

2.18.2.2 The County shall provide the Incentive, when applicable, upon final completion of the project as part of the final payment due under the associated Construction Contract.

2.18.2.3 In order to qualify for the Incentive, the required documentation provided for in this division must be received, in a single package, by the

County Administrator no later than thirty (30) calendar days from the final completion as defined in the associated Construction Contract.

2.18.2.4 Upon review and acceptance of the required documentation by the County, the Contractor shall include the Incentive amount as part of its final payment application under the Construction Contract. If applicable, the County shall provide the Incentive to the Contractor as part of the final payment within the timeframe provide under Section 218.735, Florida Statutes.

2.18.2.5 If the documentation required pursuant to this division is not received by the County Administrator within the time frame specified in this division, the Contractor shall not receive an Incentive.

2.18.3 **Participation Incentive Exceptions**

2.18.3.1 This division will not apply if:

2.18.3.1.1 It is prohibited by or in conflict with federal or state laws or the terms of a federal or state grant applicable to the construction project; or

2.18.3.1.2 The Board of County Commissioners determines that applying the division to the construction project Is not in the best interest of the County.

2.18.4 **Required Documentation**

2.18.4.1 In order to receive an Incentive, no later than thirty (30) calendar days from the final completion as defined in the associated Construction Contract, the Contractor shall:

2.18.4.1.1 Certify to the County Administrator that during the Construction Contract, the Contractor or its Subcontractor(s) used an Apprentice(s) on the Construction Contract; and

2.18.4.1.2 Provide the County Administrator with the following documentation, in a single package, that demonstrates the use of an Apprentice(s) on the Construction Contract and provides the Apprentice Cost.

2.18.4.1.2.1 Documentation must include the Contractor or its Subcontractor(s) contact information; Apprentice name(s); Registered Apprenticeship Partners Information Data Systems (RAPIDS) registration

number or Florida Department of Transportation's On-the-Job Training identification data; certification from the Apprentice program that the Apprentice was in good standing during the Contract term; registered trade(s); and certified payroll reports for the Apprentice hours worked on the Contract showing the amount expended by the Contractor or its Subcontractors paying for work performed.

3.0 Definitions

The following words and expressions (or pronouns) shall, wherever they appear in this Solicitation Document and the Contract Documents, be construed as follows unless a different meaning is clear from the context.

3.1 Amendment(s), Addendum, or Addenda

"Amendment(s)", "Addendum", or "Addenda" shall mean the additional information and/or requirements concerning this Solicitation Document that are issued by the County, in writing, prior to the Close Date.

3.2 Agreement

"Agreement" shall mean the written agreement between the County and the Contractor covering the goods and/or Services to be provided and/or the Work to be performed pursuant to this Solicitation Document. The Agreement (if one is required for this particular Solicitation Document) will be attached to and made a part of the Contract Documents.

3.3 Application for Payment

"Application for Payment" shall mean the form issued by the managing County Department which is to be used by Contractor in requesting a progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

3.4 Apprentice

"Apprentice" for purposes of the Construction Apprenticeship Program shall mean any person who is enrolled and participating in an apprenticeship program registered with the Florida Department of Education or the United States Department of Labor, or a company-sponsored apprenticeship program approved by the Florida Department of Transportation.

3.5 Apprentice Costs

"Apprentice Cost" for purposes of the Construction Apprenticeship Program shall mean compensation paid by a Contractor or Subcontractor to an Apprentice, the cost of benefits paid

by a Contactor or Subcontractor for an Apprentice, and payroll taxes paid by a Contractor or Subcontractor for an Apprentice.

3.6 Beneficial Occupancy

"Beneficial Occupancy" shall mean the status of completion of a specified portion of the Project which (in the opinion of the Project Manager as evidenced by a Certificate of Beneficial Occupancy) is sufficiently complete, in accordance with the Contract Documents, so that the County may utilize that portion for the purposes for which it was intended, when said use will not significantly interfere with the construction of the remaining (uncompleted) part of the Project.

3.7 Bid(s), or Bidder's Bid

"Bid(s)", "Bidder's Bid", "Proposal(s)", or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.8 Bidder

"Bidder" or "Proposer" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

3.9 Board

"Board" shall mean the Board of County Commissioners of Hillsborough County, Florida.

3.10 Bond

"Bond" or "Earnest Money Deposit (EMD)" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer/Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

3.11 Business Day

"Business Day" shall mean any day on which the County is open to the public.

3.12 Change Order

"Change Order" A written order signed by the Chairman of the Board of County Commissioners authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

3.13 Close Date

"Close Date" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document.

3.14 Construction Contract

"Construction Contract" shall mean a Contract between the County and a Contractor funded by the County in an amount equal to or greater than five (5) million dollars ($5,000,000.00) that involves the process of building, altering, repairing, improving, maintaining, or demolishing one or more public facilities or buildings, or other public improvements of any kind to any real property or public facility owned or under the control of the County.

3.15 Construction Services

"Construction Services" shall mean all labor and materials to be provided by Contractor in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. Construction Services also means Work.

3.16 Contract or Contract Documents

"Contract" or "Contract Documents" shall mean the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action Requirements, all Amendment(s) issued, the Offer, the Agreement (if applicable), all the attached documents identified in this Solicitation Document, all supplementary drawings issued after award of the contract, all Change Orders, all Allowance Authorization Releases, and all provisions required by law to be a part of the Contract Documents, whether actually inserted therein or not.

3.17 Contract Price

"Contract Price" shall mean the total monies payable to the Contractor under the Contract Documents.

3.18 Contract Purchase Agreement (CPA)

"Contract Purchase Agreement (CPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and additional terms and conditions of the Contract, if applicable.

3.19 Contract Time

"Contract Time" shall mean the number of Days stated in the Agreement for Completion of the Work, including the performance of any Allowance Work authorized, and any Work approved by

Change Order(s). The first day of the Contract Time is the Notice to Proceed Date shown in the Notice to Proceed.

3.20 Contractor

"Contractor" shall mean any individual, firm, corporation, partnership, company, association, joint venture, or other entity awarded a Construction Contract.

3.21 County

"County" shall mean the Board, and the Board acting by and through its authorized designees, agents and employees.

3.22 County Administrator

"County Administrator" shall mean Hillsborough County's County Administrator, or a designee identified by the County Administrator to perform certain functions on behalf of the County Administrator.

3.23 Day

"Day" shall mean one (1) calendar day when used in the Contract Documents, measured from midnight to the next midnight, unless the Contract Documents specifically say Business Day.

3.24 Defective

"Defective" shall mean an adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, deficient or otherwise does not conform to the Contract Documents.

3.25 Department

"Department" shall mean the Department or division within the County that is initiating and managing the Project.

3.26 Director

"Director" shall mean the Director of the Department or Division initiating and managing the Project.

3.27 Drawings

"Drawings" shall mean the drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Professional.

3.28 Electronic Bidding System

"Electronic Bidding System" shall mean County Electronic Bidding System.

3.29 Equal/Equivalent

"Equal/Equivalent" shall mean a product, service, component or system which is demonstrated, to the satisfaction of the Project Manager, to be equal to the product, service, component or system specified. The Project Manager shall be the sole judge of acceptability of an equal.

3.30 Field Order

"Field Order" shall mean a written direction to the Contractor from the Professional that modifies Drawings and Specifications without changing Contract Price or Contract Time.

3.31 Final Acceptance

"Final Acceptance" shall mean acceptance of the Work by County as evidenced by signature of the Project Manager upon the Certificate of Final Completion form. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the Project Manager has assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out, including completion of the Punch List.

3.32 Good Faith Efforts

"Good Faith Efforts" shall mean that the Contractor, without an intent to defraud or seek an unfair advantage, took all necessary steps to secure and maximize, consistent with the requirements of Hillsborough County Ordinance No. 21-17, the required percentage for apprentices on a Construction Project.

3.33 Nonconformance Report

"Nonconformance Report" shall mean written notice from the Project Manager to the Contractor reporting on an aspect of defective work which requires the immediate correction of same by the Contractor.

3.34 Notice

"Notice" shall mean a written notice. Notice shall be served upon the Contractor at the place of business given in the Contract Documents. Notice to the County or to the Project Manager shall be served at the office of the Project Manager.

3.35 Notice of Intent to Recommend Award

"Notice of Intent to Recommend Award" shall mean the written notice issued by the County, using the message board within the County's electronic bidding system, to the successful Bidder(s) specifying that compliance by the successful Bidder with the precedent conditions enumerated therein and within the time specified must be completed before a contract can be awarded and/or a Notice to Proceed with the Work will be issued.

3.36 Notice to Proceed

"Notice to Proceed" shall mean a written notice given by the Project Manager to the Contractor fixing the date on which the Contract Time will commence and the Contractor shall start to perform the obligations under the Contract Documents.

3.37 Offer(s)

"Offer(s)" or "Bid(s)" or "Proposal(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Offeror submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Offeror in response to this Solicitation Document.

3.38 Offeror

"Offeror" shall mean any person, partnership, corporation or other entity or organization that has submitted an Offer, Bid, or Proposal to the County in response to a procurement solicitation issued by the County to provide equipment, supplies, materials, or Services.

3.39 Pay Quantity

"Pay Quantity" shall mean, when applicable, the estimated quantity multiplied by the unit price for each pay item specified in the Bid Proposal.

3.40 Professional

"Professional" shall mean the professional architectural/engineering firm designated to perform the design and/or resident engineer services for the Work by a prior agreement entered into between the County and said firm. At times, County staff may perform the design and/or resident engineer services for the Work and shall be considered the Professional in relation to the Work or portion of the Work.

3.41 Project

"Project" shall mean the entire action and/or improvement which is the subject of this Solicitation Document and/or the Contract Documents.

3.42 Project Manager

"Project Manager" shall mean an individual employed by the County and assigned to manage and administer the Project which is the subject of the Contract Documents. The Project Manager may designate in writing a Project Representative to perform certain duties and responsibilities as set forth in the Special Terms and Conditions.

3.43 Project Schedule

"Project Schedule" shall mean the schedule, showing the sequence and schedule of the Contractor's furnishing of all labor, services, equipment and materials for the Project. The Project Schedule shall be submitted by Contractor for review and approval of County within ten (10) Days after issuance of Notice of Award, but no later than pre-construction conference date. The Project Schedule may be amended, modified or revised only in accordance with the terms of the Contract.

3.44 Proper Invoice

"Proper Invoice" shall mean an invoice that conforms with all statutory requirements and all requirements specified in the Contract Documents.

3.45 Punch List

"Punch List" shall mean the approved list of incomplete and/or deficient Work that shall be completed by Contractor after Substantial Completion but before Final Acceptance can be certified by the Project Manager. The Punch List enumerates the items required to render complete, satisfactory and acceptable all Work by the Contractor. The Punch List is developed by Contractor, County and Professional (if any) in accordance with the provisions of the Contract and within the time frames required therein. The Punch List essentially includes items of a minor nature; major items must be completed before Substantial Completion and cannot be considered to be Punch List work.

3.46 SBE

"SBE" shall mean an entity registered as a small business enterprise pursuant to Hillsborough County's Small Business Encouragement Program as set forth in the Board's Resolution No. R25-071 and the County's corresponding Operational Procedures.

3.47 Schedule of Values

"Schedule of Values" shall mean a schedule showing all activities of the Work subdivided into component parts in sufficient detail to serve as the basis for measuring quantities in place and/or calculating amounts for progress payments during construction. The Schedule of Values shall be

satisfactory in form and substance to the Project Manager. The Schedule of Values for a unit price contract is also called a Line Item Summary.

3.48 Site(s)

"Site(s)" shall mean the area(s) upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

3.49 Specifications

"Specifications" shall mean those portions of the Contract Documents consisting of written (general or detailed) technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

3.50 Subcontractor

"Subcontractor" shall mean an entity or individual providing services to the County through a Contractor for all or any portion of the Construction Contract.

3.51 Submittals

"Submittals" shall mean all drawings, diagrams, illustrations, schedules, samples, test results, and other data which are specifically prepared by a Contractor, Subcontractor, manufacturer, fabricator, supplier, or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a manufacturer, fabricator, supplier, or distributor and submitted by Contractor to illustrate material or equipment for some portion of the Work.

3.52 Substantial Completion

"Substantial Completion" shall mean the status of completion of the Work which, in the opinion of the Project Manager as evidenced by a definitive Certificate of Substantial Completion, is complete in accordance with the Contract Documents, except for minor outstanding items listed on the Punch List. Substantial Completion includes, but is not limited to, the following occurring: 1) the Work can be safely utilized for the purposes for which it was intended; 2) all regulatory agency requirements are satisfied, including occupancy permits, operating certificates and similar releases, 3) all operational testing has successfully occurred; 4) all required training has successfully occurred; 5) all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by Contractor and accepted by County; 6) permit acceptance by permitting agencies, if applicable.

3.53 Substitution

"Substitution" shall mean a product, service, component or system which is not equal to that specified, but is proposed by Contractor in lieu of that specified. The acceptability of a substitute shall be based on the data submitted and the benefit of the County. The Project Manager shall be the sole judge of acceptability.

3.54 Supplemental Drawings

"Supplemental Drawings" shall mean the drawings issued after the execution of the Agreement to explain further, to illustrate, or to show changes in the Work.

3.55 Surety

"Surety" shall mean any business entity that executes, as Surety, the Contractor's Bid, Performance, or Payment Bonds.

3.56 Work

"Work" shall mean the Work to be performed under this Agreement shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Agreement in strict accordance with the Specifications, schedules, Drawings, and other Contract Documents as herein defined, all of which are made a part hereof, and including such detailed sketches as may be furnished by the Professional from time to time during construction in explanation of said Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the County.

4.0 Instructions

4.1 Bid Submissions

4.1.1 The County shall only accept Offers through its Electronic Bidding System.

4.1.2 Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will not be considered.

4.2 Non-Discrimination and Compliance with Laws

4.2.1 Bidder shall comply with the requirements of all applicable federal, state and local laws prohibiting discrimination and the rules, regulations, policies, and executive orders promulgated thereunder, all of which are incorporated herein by reference.

4.2.2 The County prohibits any person/business involved in County contracting and procurement activities, to discriminate on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.

4.2.3 Bidder shall comply with the requirements of all applicable federal, state and local laws and the rules, regulations, policies and executive orders promulgated thereunder, all of which are incorporated herein by reference.

4.3 Assignment of Contract

Bidder may not make any assignment of the resulting Agreement between the parties, in whole or in part, without prior written authorization as may be given at the sole discretion of the Board.

4.4 Availability

The successful Bidder must have sufficient personnel and equipment to perform as required by the Contract Documents. A pre-award survey may be conducted by the County to ascertain the availability of such. Should the County have reasonable doubt as to Bidder's ability to provide sufficient personnel and equipment to perform the Work, County may request specific assurance of Bidder's ability to perform. Bidder's failure to provide such assurance within the time specified by County may serve as basis for rejection of the bid.

4.5 Award of Contract and Rejection of Bids

4.5.1 A contract will be awarded by the Board of County Commissioners to the lowest responsive and responsible Bidder, provided that Bidder's Bid/Proposal is considered (within the sole discretion of the County) reasonable and in the best interest of County. The successful Bidder to whom a contract is awarded will be so notified by County staff. County, however, at its sole discretion, reserves the right to reject any and all Bid/Proposals and to waive any informality concerning Bids/Proposals whenever such rejection or waiver is in the best interest of County. County, likewise, reserves the right to reject the Bid/Proposal of any Bidder who has previously failed to perform properly, or to complete on time, contracts of similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to Subcontractors, materialmen or employees. Ability of a Bidder to obtain a Performance Bond and/or Payment Bond shall not be regarded as the sole test of such Bidder's competency or responsibility.

4.5.2 No award of the contract shall be made until the successful Bidder has received a Notice of Intent to Recommend Award and has submitted certified copies of the recorded Bonds shall be submitted to the County and any and all required Certificate of Insurance within ten (10) Business Days of the issuance of such Notice and such other further documentation as may be required by the County as a condition precedent to such an award.

4.6 Bid Errors

Where Bid Proposals have erasures or corrections, each erasure or correction should be initialed in ink by the Bidder. County shall reject any Bid Proposal with such erasures or corrections where the accuracy or intent of said Bid Proposal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Proposal will govern. Unit prices will be utilized to adjust the total compensation due the successful Bidder based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities including total deletions are possible. Therefore, Bidders shall proportionately distribute overhead and profit across the unit prices.

4.7 Bidder/Proposer Request for Interpretation of Solicitation Document

No interpretation of the meaning of the Specifications or Scope of Work contained in this Solicitation or related Contract Documents will be made to any Bidder/Proposer orally. Every request for such interpretation must be submitted in writing through the electronic bidding system (Euna Procurement). **To be given consideration, such requests must be received no later than 14 calendar days after the date of Solicitation issuance in Euna Procurement, site visit, or pre-bid conference, whichever is later.** All interpretations and supplemental instructions provided by the County will be in the form of a written amendment which, if issued, will be communicated to all Bidders/Proposers who have acknowledged participation within Euna Procurement. All issued amendments shall become part of the Contract Documents. The "Primary Contact" information on Page 1 of this Solicitation is provided in the event assistance is needed. No Bids or Proposals shall be submitted or accepted through electronic mail (e-mail), facsimile, or by hard copy (paper). Bids and Proposals will only be accepted and considered if submitted through Euna Procurement.

4.8 Brand Names, Etc.

4.8.1 In instances where the Specifications make this subject applicable, any use therein of brand names, manufacturers' names, trade names, information and/or catalog numbers are used solely for the purpose of providing descriptions and for establishing acceptable quality levels. Such references are not intended to place restriction on the Bidders/Proposers (other than as to quality) and Bidders/Proposers may propose and describe upon the Bid/Proposal/Quote forms deviations that the Bidder/Proposer believes to be equal to or better than the requirements set forth in this Solicitation

Document. The burden of proof that the Bidder's/Proposer's proposed brand is in fact equal lies with the Bidder/Proposer.

4.8.2 Bidders/Proposers must furnish all requested information in the spaces provided on the Bid Proposal. Additionally, where required pursuant to the provisions of this solicitation, Bidders must submit the following with their Bid Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Bid Proposals are not acceptable to County.

4.9 Qualification for Construction Apprenticeship Program Incentive

Contractor's seeking to secure the incentive available under the Construction Apprenticeship Program must comply with the guidelines and exceptions provided for in Hillsborough County Ordinance No. 23-14 as set forth in this Contract.

4.10 Compliance With Occupational Safety and Health Act (O.S.H.A.)

In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements as set forth in Subpart E of the O.S.H.A. Standards for Construction (29 CFR 1926). The Bidder's submission of the Bid Proposal shall be by reference a certification of such fact.

4.11 Contractor Licensing/Registration/Certification

4.11.1 Bidder shall be properly licensed, certified and/or registered with the State of Florida or Hillsborough County, as applicable, for the appropriate category of work specified in this bid.

4.11.2 For categories of work which are exempt from certification and registration requirements under Florida Statute, but where Florida Department of Transportation certification is available, Bidder shall be certified by the Florida Department of Transportation in the appropriate category.

4.11.3 At the Close Date, Bidder must be certified with the Florida Construction Industry Licensing Board, if applicable, and must be registered in Hillsborough County prior to issuance of a Notice to Proceed. If the Bidder is not certified in Florida as stated above, the Bidder must be registered with Hillsborough County in the appropriate category at the Close Date.

4.12 Contractual Obligations

The successful Bidder may not sublet or subcontract any of the contractual obligations concerning this bid matter except as provided for in the written contract between the County and Contractor. This statement does not prohibit subcontracting of the Work but does prohibit subcontracting overall management obligations pertaining to the Work and requires the Contractor to retain ultimate liability for all contractual obligations.

4.13 Delivery Time/Liquidated Damages

Bidders are hereby advised that if the Contract Documents so indicate, an amount determined for liquidated damages at the rate specified shall be assessed against the successful Bidder not complying with a stated delivery time or performance time (or similarly stated information) as found in the Agreement.

4.14 Deviations

Bidder's/Proposer's Offer must state all deviations to the exact requirements imposed upon the Bidder/Proposer. Such deviations must be stated upon the Bidder's/Proposer's Offer form; otherwise, the County may consider Bidder's/Proposer's Offer as being made in strict compliance with the requirements of this Solicitation Document. The County reserves the right to accept or reject any and all Offers, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if doing so will serve the County's best interest. Only Offers which conform in all material respects to this Solicitation Document will be accepted. The County may reject any Offer not submitted in the manner specified by this Solicitation Document.

4.15 Drug Free Workplace Program

Pursuant to Section 287.087, Florida Statutes, Bidders/Proposers may submit with their Offers a certificate certifying that they have implemented a drug free workplace program. If two or more Offers are equal in price, quality, and service, preference will be given in the award process to the Bidder/Proposer who has furnished such certification with its Offer. A copy of the Drug-Free Workplace Form is attached to this solicitation and is also available from the Procurement Services Department website at:

https://hcfl.gov/departments/procurement

4.16 Electronic Payment Solution

4.16.1 Automated Clearing House (ACH). Payments from the County will be made through an ACH payment solution where Offerors are paid with direct deposit. If the Offeror requests to opt out of being paid by direct deposit, then the Offeror should indicate its opt out in its Offer.

Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.

4.16.2 To enroll in ACH, Bidders must complete the Direct Deposit Authorization Form (included in this solicitation) or at:

https://hcfl.gov/businesses/doing-business-with-hillsborough

4.17 Execution of Written Contract

The Bidder receiving a Notice of Intent to Recommend Award will be required to sign and submit to the County, within ten (10) Business Days after the issuance of said notice, a written agreement that has been made a part of this bid package and identified as the Agreement. Said written Agreement will evidence in written form the contract to be made by the County following award by the Board to the successful Bidder. For Projects involving funds from Environmental Protection Agency, the ten (10) Business Day period will not begin to run until after the County has received approval of the award by Department of Environmental Protection and/or Environmental Protection Agency, as applicable. The contract shall be contingent upon the timely provision by the Bidder to the County of all documentation required by these Contract Documents, and the Notice of Intent to Recommend Award may be unilaterally rescinded by the County at the County's sole discretion upon the failure of the Bidder to supply said Bonds, Certificate of Insurance and other required documentation within the time frames set forth in the Contract Documents.

4.18 Hillsborough County Business Tax

All Bidders are requested to submit a copy of their Hillsborough County Business Tax Receipt with their response to this solicitation, if applicable. The Business Tax Receipt must be current as of the Close Date of this solicitation.

4.19 Laws and Regulations

4.19.1 The Bidder's attention is directed to the fact that all applicable Federal, State, and local laws, ordinances, rules and regulations shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this Contract and shall also be controlling in any cause of action brought pursuant to this Contract. Bidder's compliance with County's Procurement Policy and Procedures and Hillsborough County Ordinance: Bidder is advised that by submitting a Bid, Bidder hereby agrees to comply with the County's Procurement Policy and Procedures, including, but not limited to, the County's policy and procedures regarding Bid protests and

Hillsborough County Ordinance No. 23-15. The County's Procurement Policy and Procedures can be found on the County's website at:

https://hcfl.gov/businesses/doing-business-with-hillsborough/vendors/vendor-policies-forms-and-documents

4.19.2 Cone of Silence: Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations (except sole source procurement) issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. Except as otherwise provided in this section, the Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end the earlier of five (5) Business Days after the County posts its Notice of Intent to Recommend Award the contract(s) associated with this solicitation or on the date the procurement solicitation is canceled by the County. However, if a protest is timely filed, then the Cone of Silence shall remain in effect for the duration of the protest process including the exhaustion of any related appeals related to the protest. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County's Procurement Services Department, County Procurement staff, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County Procurement staff person listed as the contact in the applicable procurement solicitation). **It is the responsibility of any Offeror/interested party to ensure that the Cone of Silence is no longer in effect prior to communicating with any person under the Cone of Silence (including determining whether protests have been filed for the subject solicitation and the status of such protests – which extends the Cone of Silence time period as stated above).** A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

4.20 Overhead Cost

All Bidders shall include in their bids the cost of home office overhead and field office overhead for the original Contract Time. Additional compensation for field office overhead may be considered only if the Contract Time is extended by a change order or allowance authorization release. Home office overhead for additional work where the Contract Time is extended shall be

in accordance with the General Conditions. Additional work completed within the original Contract Time will not be eligible for additional compensation for field office overhead. Field office overhead includes on-site supervision. This amount shall not exceed the amounts stated in the General Conditions.

4.21 Plans and Specifications

After the award and execution of the contract, an executed copy of the Contract Documents including one sepia and one blueline of the complete set of Drawings shall be furnished to the Contractor.

4.22 Preconstruction Conference

Prior to the start of construction, a joint meeting shall be held with representatives of all prime Contractors, County, and other invited parties or government agencies which may be affected by or have jurisdiction over the Project. This meeting is intended to introduce the various key personnel from each organization and to discuss the start of construction, order of work, labor and legal requirements, insurance requirements, names of the major subcontractors, method of payment, shop drawing requirements, protection of existing facilities, and other pertinent items associated with the Project.

4.23 Preliminary Bid Results

Preliminary results are generally available within two (2) Business Days to Bidders in the County Electronic Bidding System.

4.24 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting

Bidders are advised that pursuant to Florida Statutes, Section 287.05701, the County cannot (a) request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible vendor, and (b) give preference to a Bidder based on the Bidder's social, political, or ideological interests.

4.25 Prohibition Against Contracting with Entities of Foreign Countries of Concern if Entity Would Give Access to an Individual's Personal Identifying Information

Bidders are advised that pursuant to Florida Statutes, Section 287.138, beginning January 1, 2024, the County cannot accept a bid on, proposal for, or reply to, or enter into a contract with an entity that would give access to an individual's personal identifying information if (a) the entity is owned by the government of a Foreign Country of Concern, (b) the government of a Foreign Country of Concern has a controlling interest in the entity, or (c) the entity is organized under the laws of or has its principal place of business in a Foreign Country of Concern. For purposes of this section, a "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation,

the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.

4.26 Bidder Must Provide County with Affidavit Denying Involvement with a Country of Concern

Beginning January 1, 2024, if the resulting Contract with the Bidder will grant the Bidder/Contractor access to an individual's personal identifying information – e.g. driver's license, military ID, passport, social security number, etc.), then pursuant to Florida Statutes, Section 287.138(4)(a), the Bidder/entity must provide the County with an affidavit signed by an officer or representative of the entity, under penalty of perjury, attesting that the entity does not meet any of the criteria set forth in Florida Statutes, Section 287.138(2)(a) through (c); (i.e., an affidavit stating that (a) the Bidder/entity is not owned by the government of a Foreign Country of Concern, (b) the government of a Foreign Country of Concern has no controlling interest in the Bidder/entity, and (c) the Bidder/entity is not organized under the laws of or does not have its principal place of business in a Foreign Country of Concern. **Said affidavit MUST be submitted with Bidder's Bid/offer**. For purposes of this section, a "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.

4.26.1 Bidder is advised that per Florida Statutes, Section 287.138(4)(a), beginning January 1, 2024, the County cannot accept a bid on, a proposal for, or reply to, or into a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the County with aforementioned affidavit.

4.27 Public Entity Crimes Statement

4.27.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an Offer on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work; may not submit Offers on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4.27.2 Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

4.28 Public Meetings

Reasonable notice of all public meetings will be given prior to the event, and minutes of the meeting(s) will be recorded and maintained in the formal procurement file.

4.29 Responsibility Reference(s) Request

The apparent low Offeror will be so notified by County staff and may be required, upon receiving such notice, to provide the reference(s) requests as identified and provide all information and documentation requested therein within five (5) Business Days. If, after reviewing the references and accompanying submissions, the County elects to reject the apparent low Offeror based on its responsibility evaluation, the County may perform the same responsibility evaluation, in succession, with each apparent next lowest Offeror until a contract is awarded to a suitable candidate or withdrawn.

4.30 Submittal Deadline

Offeror must submit its Offer prior to the time specified in the Close Date. Late Offers will not be accepted.

4.31 Taxes

The Bidder's attention is directed to the fact that the tax laws of the State of Florida, including, but not limited to, Chapter 212, Florida Statutes, apply to this bid matter and that all applicable taxes and fees shall be deemed to have been included in Bidder Proposal.

4.32 Time Period Offer is Valid

Offeror's Offer shall be in force for a period of not less than ninety (90) Days after the Close Date. Further, said Offer shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by County of written notice from the Offeror of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions of the preceding sentence, the Offeror may extend its Offer at any time prior to the scheduled expiration thereof.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Preliminary Matters

5.1.1 Commencement of Contract Time; Notice to Proceed

The Contract Time shall commence on the date indicated in the Notice to Proceed. Notice to Proceed shall be issued within ninety (90) Days after the Contract Award, unless extended by mutual agreement between the Contractor and the Project Manager.

5.1.2 Starting the Project

The Contractor shall begin the Work on the date the Contract Time commences. No Work shall be done prior to the date on which the Contract Time commences. Any Work performed by the Contractor prior to date on which Contract Time commences shall be at the sole risk of the Contractor.

5.1.3 Before Starting Construction

5.1.3.1 Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures and all applicable field measurements. The Contractor shall promptly report in writing to the Project Manager any conflict, error, or discrepancy which it may discover. However, the Contractor shall not be liable to the County for failure to report any conflict, error, or discrepancy in the Drawings or Specifications unless the Contractor had actual knowledge of same or, which by reasonable diligence, should have known about.

5.1.3.2 At the preconstruction conference the Contractor shall submit to the Project Manager a Project Schedule covering the activities of Work during the Contract Time. The Project Schedule shall include start and completion dates of the various stages of the entire Work. The Project Schedule shall indicate a project completion date and Completion Milestone dates the same as required by the Agreement and the Special Terms and Conditions. The Project Schedule shall be subject to review and acceptance by the Project Manager and when accepted shall constitute the project work schedule unless a revised schedule is approved by the Project Manager. The Project Schedule may be adjusted only in accordance with the terms of the Contract.

5.1.3.3 No work shall be performed by the Contractor or Subcontractors and no irrevocable commitments to vendors made until issuance of Notice to Proceed and approval of the appropriate submittals by the Project Manager.

5.1.4 Qualifications of Subcontractors, Vendors, and Suppliers

5.1.4.1 Within ten (10) Days after receipt of Notice of Award, the Contractor shall submit to the Project Manager a list of all Subcontractors and all such other persons and organizations whom the Contractor intends to utilize in performing portions of the Work. The Contractor shall indicate the corresponding line item as shown on the Schedule of Values that each Subcontractor will be working under.

5.1.4.2 The Contractor agrees, within fourteen (14) Days of receipt of a written request from Director, to promptly remove any personnel employed or retained by the Contractor, whom Director may request in writing to be removed, with or without cause. Any substitution submitted by Contractor shall be acceptable to the Director and said substitution shall be at no additional cost to the County.

5.1.4.3 The Contractor agrees, within fourteen (14) Days of receipt of a written request from Director, to promptly remove and replace any Subcontractors employed or retained by the Contractor, whom Director shall request in writing to be removed, with cause. If Director requires the removal of any Subcontractor, the Contractor shall submit a substitute acceptable to Director and said substitution shall be at no additional cost to the County.

5.1.5 Preconstruction Conference

Before the Notice to Proceed is issued, a conference shall be held for review and acceptance of the Project Schedule, to establish procedures for handling submittal and process, Applications for Payment, and to establish a working understanding among the parties as to the Work. These items are discussed in greater detail within the Specifications.

5.2 Contract Documents; Intent, Conflicts, Interpretation, and Reuse

5.2.1 Precedence

5.2.1.1 The Contract Documents comprise the entire agreement between the County and Contractor concerning the Work and may be altered only by Change Order.

5.2.1.2 It is the intent of the Contract Documents to describe the total Work to be constructed. The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall call it to the Professional's attention in writing before proceeding with the Work. The Professional shall respond with a written clarification. Any delays associated with

the clarification shall be considered for time extensions only, but no damages for delay will be allowed. In resolving such conflicts, errors, and discrepancies, the Contract Documents shall be given precedence in terms of the most stringent requirements as determined by the Project Manager. Enforcement of the most stringent requirements shall be at the County's option. Figure dimensions on the Drawings shall govern over scale dimensions, and the detailed Drawings shall govern over general Drawings. Any work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which, so applied, have a well-known technical or trade meaning shall be deemed to have such recognized meaning.

5.2.2 Reuse of Documents

Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title or ownership rights in any of the Drawings, Specifications, or other documents (or copies thereof) prepared by or bearing the seal of the Professional. They shall not reuse any of them on extensions of the Project or any other project.

5.3 Project Conditions

5.3.1 Availability of Lands

5.3.1.1 The County shall furnish, at the times indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be obtained by the County unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the County's furnishing of these lands or easements is valid reason for an extension of the Contract Time, Contractor may make a claim for such time extension, in accordance with the Contract Documents, but in no event will the Contractor be entitled to any damages or additional compensation for such delay. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.3.1.2 Upon request, the Project Manager shall furnish to the Contractor copies of all available boundary surveys and subsurface tests.

5.3.2 Unknown or Concealed Conditions

5.3.2.1 If conditions are encountered, excluding existing utilities, at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the Contractor shall give the County notice thereof promptly before conditions are disturbed and in no event later than forty-eight (48) hours after first observance of the conditions.

5.3.2.2 The Project Manager and Professional shall promptly investigate such conditions, and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Project Manager shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the Project Manager determines that the conditions at the Site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Agreement is justified, the Project Manager shall notify the Contractor of the determination in writing. The Work shall be performed after direction is provided by the Project Manager.

5.3.2.3 Contractor shall ascertain such conditions, as may be readily determined by inspection and inquiry, such as the location, accessibility and general character of the Site, prior to submitting a Bid Proposal.

5.3.2.4 The basis of determining payment for unknown or concealed conditions involving excavation and/or fill shall be by cross-sections before and after performing the Work.

5.3.3 Reference Points

The Professional shall establish on the Drawings such general reference points as in its judgment will enable the Contractor to proceed with the Work. Professional shall establish the coordinates and elevations of two permanent benchmarks at the Site. The Contractor shall establish construction control, including, but not limited to, construction baseline, any additional temporary benchmarks and elevations at 1000-foot intervals by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying). The Contractor shall be responsible for the layout of the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Professional. The Contractor shall within forty-eight (48) hours give notice to the Project Manager or Project

Representative whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor shall replace and accurately relocate all reference points so lost, destroyed, or moved by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying).

5.3.4 Existing Utilities

5.3.4.1 Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the County. Prior to commencing work, the Contractor shall be responsible for verification and location of all underground utilities to the extent that the utilities can be reasonably located. The Contractor shall, as a minimum, contact all utility companies for the purpose of having all utilities located by the utility companies. The Contractor shall clear and grub those areas identified by the affected utility as essential to its work. Furthermore, the Contractor shall be responsible for discovery of existing underground installations, in advance of excavating or trenching, by contacting all local utilities, and by prospecting to ascertain that the utilities shown or otherwise identified are in the area shown. When such exploratory excavations show the utility location as indicated on the drawings to be in error, Contractor shall so notify Project Manager. The County shall not be liable for any damage or delay caused by any utility line that was or could have been identified by the Contractor using reasonable means. If Contractor fails to fulfill its due diligence investigation or negligently conducts the due diligence investigation with respect to existing utilities prior to the commencement of Work, Contractor will be deemed to have waived any claim it might otherwise have had to an adjustment of the Contract Price or Contract Time. If Contractor fully performs its due diligence investigation with respect to existing utilities prior to the commencement of Work, and Contractor is subsequently delayed by an unknown existing utility conflict, the Contractor may make a claim for an extension to the Contract Time in accordance with the requirements of the Contract Documents, but in no event will the Contractor be entitled to any damages or additional compensation from the County.

5.3.4.2 The Contractor and their Subcontractors shall cooperate with the owners of all underground or overhead utilities in their removal and rearrangement operation in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted. The Contractor shall also provide survey information as required to ensure proper relocation of the utilities. In the event of interruption of any utility services as a result of accidental breakage, exposure, or lack of support, the Contractor shall

promptly notify the proper authority and cooperate with the authority in the prompt restoration of services. If water or wastewater services are interrupted and the Contractor is performing or assisting the repair work, the Contractor shall work continuously until the service is restored. Do not begin work around fire hydrants until the local fire authority has approved provisions for continued service.

5.4 Contractor Responsibilities

5.4.1 Supervision Superintendence

5.4.1.1 The Contractor shall supervise and direct the Work efficiently and with its best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction unless specifically addressed in the Contract Documents. The Contractor shall be responsible for seeing that the finished Work complies accurately with the Contract Documents. The Contractor shall cooperate with and be responsible for coordination of the Work with other contractors and/or utilities at the Site in accordance with the Specifications, if applicable. The Contractor shall attend meetings as requested by the Project Manager.

5.4.1.2 The Contractor shall keep on the Work at all times during its progress a competent resident superintendent who shall not be replaced without written notice to the Project Manager except under extraordinary circumstances. The superintendent shall be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

5.4.2 Labor, Materials, and Equipment

5.4.2.1 The Contractor shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order on the Site.

5.4.2.2 The Contractor shall furnish and pay for all investigations, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

5.4.2.3 All materials and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. If required by the

Professional, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

5.4.2.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

5.4.3 Substitute Materials or Equipment

If the Contractor wishes to furnish or use a proposed substitute after the award of the Agreement, it shall within thirty (30) Days after Notice to Proceed make written application to the Professional for consideration of such substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance or quality to that specified, and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written approval of the Project Manager, who shall be the sole judge of acceptability. The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance, and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the Project Manager shall be by Change Order.

5.4.4 Concerning Subcontractors

5.4.4.1 The Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor for specific Work done.

5.4.4.2 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing Work among Subcontractors or delineating the Work to be performed by any specific trade.

5.4.4.3 The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not

limited to the General Conditions and Special Conditions, for the benefit of the County.

5.4.4.4 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the County as trustee. The Contractor shall pay each Subcontractor an appropriate amount, determined by value of the Work, of any insurance monies received by the Contractor under this insurance.

5.4.4.5 County as intended Beneficiary of Subcontracts. The County shall be an intended substantial beneficiary of the written agreements between the Contractor and its Subcontractors.

5.4.5 Patent Fees and Royalties

The Contractor shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device which is the subject of patent rights or copyrights held by others.

5.4.6 Permits

The Contractor shall secure and pay for all construction permits, licenses, governmental charges and inspection fees, and all public utility charges which are applicable and necessary for the execution of the Work at the time of its Bid.

The following is a list of potentially required permits along with an estimated cost for each:

Permit	**Cost**
Right-of-Way Use Permit	$0.00 (fee waived)
Hillsborough County Temporary Traffic Control	$0.00 (fee waived)

A permit allowance may be established by the County in the Bid Proposal. This is an estimated amount only included for the purpose of tracking the costs of the identified permits as well as the costs of any unanticipated permit costs that may arise. The inclusion of this permit allowance does not remove the obligation of the Contractor to include all estimated permit costs in the base bid. Permits, if any that are provided and paid for by the County are listed in the Contract Documents. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed.

5.4.7 Laws and Regulations

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the Contractor observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, it will notify the Project Manager promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If the Contractor performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Project Manager, it shall bear all related costs.

5.4.8 Use of Premises

5.4.8.1 The Contractor shall confine its equipment, the storage of materials and equipment, and the operations of its workers to the areas permitted by law, ordinances, permits, or the requirements of the Contract Documents. The Contractor shall not unreasonably encumber the Site with materials and equipment. Any loss or damage to the Contractor's or any Subcontractor's equipment is solely at the risk of the Contractor.

5.4.8.2 The Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The Contractor shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

5.4.9 Record Drawings

5.4.9.1 The Contractor shall keep at the Site and in good order one record copy of the Contract Documents and the Shop Drawings. The Contract Documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the Professional and the Project Manager and shall be submitted for County's acceptance prior to Substantial Completion. Contractor shall provide record drawings in accordance with the Specifications.

5.4.9.2 For water and wastewater facilities, the minimum requirements for record drawings are specified in the Supplemental Specifications.

5.4.10 Safety and Protection

5.4.10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to:

5.4.10.1.1 All employees on the Work and other persons who may be affected by it.

5.4.10.1.2 All the Work and all materials or equipment to be incorporated, whether in storage on or off the Site. The Contractor shall assume all risk of loss for stored equipment or materials, irrespective of whether the Contractor has transferred the title of the stored equipment or materials to the County.

5.4.10.1.3 Other property at the Site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

5.4.10.1.4 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Contractor shall notify owners of adjacent property and utilities when execution of Work may affect them prior to start of work. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable shall be remedied by the Contractor.

5.4.10.1.5 The Contractor shall designate a responsible member of its organization whose duty shall be the prevention of accidents at the Site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

5.4.11 Emergencies

5.4.11.1 In emergencies affecting the safety of persons, the Work or property at the Site or adjacent thereto, the Contractor, without special instructions or authorization from the Project Manager if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury, or loss. Contractor shall give the Project Manager written notice that the emergency provision has been invoked and shall state the reasons therefore within twenty-four (24) hours of the incident. If the Contractor believes the emergency resulted in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

5.4.11.2 The Contractor shall immediately notify the Project Manager of all events involving personal injuries to any person on the Site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) Days of the occurrence.

5.4.11.3 The Project Manager, upon learning of an emergency situation, may direct the Contractor to call out work crews, equipment and materials to prevent threatened damage, injury or loss. If the Contractor believes the emergency resulted in additional work, a claim for Change Order is permissible.

5.4.12 Submittals and Samples

5.4.12.1 After checking and verifying all field measurements, the Contractor shall promptly submit to the Professional for approval, in accordance with the accepted schedule of submittals, all Submittals and samples required by the Contract Documents. All Submittals and samples shall have been checked by and stamped with the approval of the Contractor and identified as the Professional may require. The data shown on or with the Submittals will be complete with respect to dimensions, design criteria, materials and any other information necessary to enable the Professional to review the Submittal as required. At the time of each submission, the Contractor shall give notice to the Professional of all deviations that the Submittal or sample may have from the requirements of the Contract Documents.

5.4.12.2 The Contractor shall submit to the Project Manager for review and approval, within ten (10) Days after Notice of Award, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the Contractor at the time of submittal.

5.4.12.3 The Professional shall review and approve Submittals and samples. Professional's review and approval shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor will make any corrections required by the Professional and resubmit the required number of corrected copies until approved. The Contractor's stamp of approval on any Submittal or sample shall constitute its representation to the Professional and

County that the Contractor has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that each Submittal or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents.

5.4.12.4 No Work requiring a Submittal or sample submission shall commence until the submission has been approved by the Professional. A copy of each approved Submittal and each approved sample shall be kept in good order by the Contractor at the Site and shall be available to the Professional and County staff. Any delays associated with the submittal process will be considered for time extensions only, and no damages or additional compensation for delay will be allowed.

5.4.12.5 The Professional's approval of Submittals or samples shall not relieve the Contractor of its responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has called the Professional's attention to such deviation in writing at the time of submission and the Project Manager has given written approval to the specific deviation; any such approval by the Professional shall not relieve the Contractor from responsibility for errors or omissions in the Submittals.

5.4.12.6 To facilitate review, the Contractor shall number consecutively each Submittal. This numbering system shall be in order of Submittal. Any resubmittal required shall have the same number as the original Submittal followed by notation signifying that this is a second or third Submittal (e.g. #14 2nd submittal). All submittals shall provide a space for the Professional's review stamp, preferably on the first page. In addition, all Submittals shall contain the following notation placed by the Contractor:

5.4.12.6.1 Project Number and Name

5.4.12.6.2 Submittal Number

5.4.12.6.3 Deviations

5.4.12.6.4 None

5.4.12.6.5 As listed

5.4.12.6.6 Reference Specification Number

5.4.12.6.7 Reference Drawing Number

5.4.12.6.8 Space Requirement

5.4.12.6.9 As designed

5.4.12.6.10 Different, as listed

5.4.12.6.11 Contractor has reviewed and submitted for approval.

5.4.12.6.12 Signature / Date

5.4.12.7 The review of a particular Submittal will be undertaken only if the above such information is provided.

5.4.13 Cleaning Up

5.4.13.1 The Contractor shall maintain the Site free from accumulations of waste materials, rubbish, and other debris resulting from the Work on a daily basis or as required. At the completion of the Work, the Contractor shall remove all waste materials, rubbish, and debris from the Site as well as all tools, construction equipment and machinery, and surplus materials and will leave the Site clean and ready for occupancy by the County. In addition to any other rights available to County under the Contract Documents, the Contractor's failure to maintain the Site may result in the withholding of any amounts due Contractor. The Contractor will restore to original condition those portions of the Site not designated for alteration by the Contract Documents.

5.4.13.2 Pursuant to Hillsborough County Ordinance 96-34, as amended, all solid waste accumulated as a result of this contract that the Contractor is required to remove and dispose, which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Solid Waste Management Department at (813) 272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Hillsborough County Ordinance 96-34, as amended.

5.5 Work by Others

5.5.1 The County may perform additional work related to the Project with its own forces or may let other direct contracts. The Contractor shall provide the other contractors who are parties to such direct contracts, including but not limited to the other contractor's employees, agents, Subcontractors, and suppliers (or the County's forces performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate its Work with theirs. The Contractor is not entitled to exclusive use of the Site.

5.5.2 If any part of the Contractor's Work depends (for proper execution or results) upon the work of any such other contractor (or the County), the Contractor will inspect and promptly report to the Project Manager in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to report shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its Work. Contractor shall be entitled to extension of time, but not to damages or additional compensation related to delay caused by such other contractors (or the County).

5.5.3 The Contractor will do all cutting, fitting, and patching of its Work that may be required to make its several parts come together properly, and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating, or otherwise altering such other work and will only cut or alter such other work with the written consent of the Project Manager, and only if such alteration will not increase the Contract Price or Contract Time.

5.5.4 If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the execution of the Agreement, written notice shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the County or others involves additional expense or entitles it to an extension of the Contract Time, the Contractor may make a claim as provided in the Contract Documents.

5.6 County's Responsibilities

5.6.1 The County shall issue all communications to the Contractor through the Project Manager except for authorization required by Change Order pursuant to the Contract Documents.

5.6.2 The County shall furnish the data required under the Contract Documents and shall make payments to the Contractor when due as provided in the Contract Documents.

5.6.3 The County's responsibilities for providing lands, easements, and engineering surveys to establish reference points are set forth in the Contract Documents.

5.7 Professional's Status During Construction

5.7.1 County's Representative

The Professional shall be a representative of the County during the construction period. The duties, responsibilities, and limitations of authority of the Professional as the County's representative during construction are set forth in these General Conditions and

shall not be extended without written designation from the Department administering the Project.

5.7.2 Visit to the Site

The Professional shall make periodic visits to the Site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

5.7.3 Clarifications and Interpretations

The Professional shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the Contractor, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles it to an increase in the Contract Price, and/or Contract Time, the Contractor may make a claim as provided for in the Contract Documents.

5.7.4 Rejecting Defective Work

The Professional has the authority to disapprove or reject Work which is defective. The Professional also has authority to require special inspection or testing of the Work at the Contractor's expense, as provided in the Contract Documents, whether or not the Work is fabricated, installed, or completed.

5.7.5 Resident Engineer

The Professional may furnish a full or part-time Resident Engineer and other personnel to assist it in carrying out services at the Site. The duties, responsibilities, and limitations of authority of any such Resident Engineer and other personnel are set forth in the Special Conditions, if applicable.

5.7.6 Decisions on Disagreements

5.7.6.1 The Professional shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If Contractor disagrees with the Professional's opinion, Contractor shall refer claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents initially to the Project Manager in writing with a request for a formal decision. The Professional will render in writing its opinion concerning the Contractor's request for a formal decision and shall submit same to the Project Manager. After receipt of Professional's written

opinion and all information requested from Contractor, the Project Manager shall render a formal decision in writing. Written notice of each such claim, dispute, and other matter shall be delivered by the Contractor to the Project Manager within seven (7) Days of the occurrence first happening. Written supporting data will be submitted to the Project Manager within fifteen (15) Days after such occurrence unless the Project Manager allows additional time. If Contractor fails to strictly comply with these notice and submittal time periods, the Contractor shall be deemed to have waived its right to assert a claim Contractor might otherwise have had concerning such matter.

5.7.6.2 Contractor's written supporting data of the claim shall include justification for the claim as a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a written claim to the County which will include for each individual claim, at a minimum, the following information:

5.7.6.2.1 A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

5.7.6.2.2 The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

5.7.6.2.3 Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

5.7.6.2.4 Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5.7.6.2.5 A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

5.7.6.2.5.1 documented additional job site labor expenses;

5.7.6.2.5.2 documented additional cost of materials and supplies;

5.7.6.2.5.3 a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

5.7.6.2.5.4 any other additional direct costs or damages and the documents in support thereof;

5.7.6.2.5.5 any additional indirect costs or damages and all documentation in support thereof.

5.7.6.2.5.6 a supporting schedule update that documents the impacts to the project's critical path.

5.7.6.2.6 A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

5.7.6.2.7 Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5.7.6.3 Mandatory Claim Records. After giving the County notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The County may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide the Engineer a copy of the Contractor's daily records and be likewise entitled to receive a copy of the County's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

5.7.6.4 Non-Recoverable Items. The parties agree that for any claim the County will not have liability for the following items of damages or expense:

5.7.6.4.1 Loss of profit, incentives or bonuses;

5.7.6.4.2 Any claim for other than extra work or delay;

5.7.6.4.3 Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;

5.7.6.4.4 Acceleration costs and expenses, except where the County has expressly and specifically directed the Contractor in writing "to accelerate at the County's expense"; nor

5.7.6.4.5 Attorney fees, claims preparation expenses and costs of litigation.

5.7.6.5 Exclusive Remedies. Notwithstanding any other provision of this Contract, the parties agree that the County shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable within the Contract Documents. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the County's liability will be limited to those items which are specifically identified as payable in the General Terms and Conditions, Change of Contract Price.

5.7.6.6 Settlement Discussions. The content of any discussions or meetings held between the County and the Contractor to settle or resolve any claims submitted by the Contractor against the County shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the County for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5.7.6.7 Auditing of Claims. All claims filed against the County shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the County's sole discretion, by employees of the County or by any independent auditor appointed by the County, or both. The audit may begin after ten (10) Days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the County's auditors to verify the

claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery there under. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the County shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to the County, copies of any and all documents in the possession of the Contractor or its subcontractors, material men or suppliers as may be deemed relevant by the County in its review of the basis, validity or value of the Contractor's claim.

5.7.6.8 Without limiting the generality of the foregoing, the Contractor shall upon written request of the County make available to the County's auditors, or upon the County's written request for copies provide copies at the County's expense, any or all of the following documents:

5.7.6.8.1 Daily time sheets and foreman's daily reports and diaries;

5.7.6.8.2 Insurance, welfare and benefits records;

5.7.6.8.3 Payroll register;

5.7.6.8.4 Earnings records;

5.7.6.8.5 Payroll tax return;

5.7.6.8.6 Material invoices, purchase orders, and all material and supply acquisition contracts;

5.7.6.8.7 Material cost distribution worksheet;

5.7.6.8.8 Equipment records (list of company owned, rented or other equipment used);

5.7.6.8.9 Vendor rental agreements and subcontractor invoices;

5.7.6.8.10 Subcontractor payment certificates;

5.7.6.8.11 Canceled checks or remittance advices for the project, including, payroll and vendors;

5.7.6.8.12 Job cost report;

5.7.6.8.13 Job payroll ledger;

5.7.6.8.14 General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;

5.7.6.8.15 Cash disbursements journal;

5.7.6.8.16 Financial statements for all years reflecting the operations on this project;

5.7.6.8.17 Income tax returns for all years reflecting the operations on this project;

5.7.6.8.18 All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

5.7.6.8.19 All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

5.7.6.8.20 All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

5.7.6.8.21 Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

5.7.7 Limitations on Professional's Responsibilities

5.7.7.1 Neither the Professional's authority to act under this Clause or elsewhere in the Contract Documents, nor any decision made in good faith to exercise such authority shall give rise to any duty or responsibility of the Professional to the Contractor, any Subcontractor, any of their agents or employees.

5.7.7.2 The Professional shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions and programs used. The Professional shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

5.7.7.3 The Professional shall not be responsible for the acts or omissions of the Contractor, any Subcontractors, any agents or employees, or any other persons performing any of the Work.

5.8 Changes in the Work

5.8.1 Without invalidating the Agreement, the County may at any time or from time to time order additions, deletions, or revisions in the Work. The Contractor shall promptly submit a written proposal for the changed work prepared in accordance with the applicable conditions of the Contract Documents. If the proposal request calls only for the deletion of Work, the Project Manager may order the partial suspension of any Work related to the proposed deletion, in which case the Contractor must cease performance as directed; the Contractor shall not be entitled to additional compensation or an increase in the Contract Time as a result of the suspension. The Contractor shall not be entitled to claim lost profits on deleted work. All changed Work shall be executed under the applicable conditions of the Contract Documents.

5.8.2 Additional Work performed by the Contractor without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided under the applicable conditions of the Contract Documents. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

5.8.3 Upon agreement as to changes in the Work to be performed, Work performed in an emergency as provided under the applicable conditions of the Contract Documents, and any other claim of the Contractor for a change in the Contract Time or the Contract Price, the Project Manager will prepare a written Change Order to be signed by the Contractor and submitted to the Board for approval.

5.8.4 It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work, Contract Price, or Contract Time.

5.8.5 In the absence of agreement as provided under the applicable conditions of the Contract Documents, the County may, at its sole discretion issue a unilateral Change Order to the Contractor. Pricing of the unilateral Change Order will be in accordance with the applicable conditions of the Contract Documents. The Change Order will specify a price, and if applicable a time extension, determined to be reasonable by the County. If Contractor fails to sign such Change Order the Contractor may submit a claim in accordance with the applicable conditions of the Contract Documents, but the Contractor shall nevertheless be obligated to fully perform the work as directed by the Change Order.

5.8.6 Should the Contractor make a claim for an increase in Contract Time or an increase in Contract Price, upon request of the Project Manager, the claim shall be accompanied by an affidavit stating that:

5.8.6.1 The claim is made in good faith;

5.8.6.2 The supporting data have been thoroughly reviewed by the Contractor and are accurate and complete to the best of the Contractor's knowledge and belief; and

5.8.6.3 The amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable.

Absent such affidavit, if requested by the Project Manager, the claim will not be considered. Submission of the affidavit shall be a condition precedent to filing a lawsuit.

5.8.7 If the County determines the Contractor has submitted a baseless, frivolous, unsupported, exaggerated, or otherwise spurious claim or Change Order request, the County shall deduct from any amounts due the Contractor the costs incurred by the County in reviewing and responding to that Change Order request or Claim. Deductible costs include, but are not limited to, any costs incurred by the County or its Professional to review and respond to the requested Change Order or claim.

5.8.8 The Contractor shall proceed diligently with performance of the Work as directed by the County, regardless of pending claim actions, unless otherwise agreed to in writing.

5.9 Change of Contract Price

5.9.1 The Contract Price

5.9.1.1 The Contract Price is as defined under the applicable conditions of the Contract Documents. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price.

5.9.1.2 The Contract Price represents the total compensation to which the Contractor may be entitled under the terms of these Contract Documents which is based upon the estimated quantities of items listed therein or a lump sum price. The actual total compensation paid to the Contractor for the Work described in these Contract Documents may vary from that amount stated in the Bid Proposal due to: Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities, and/or Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

5.9.1.3 The Contract Price may only be increased or decreased by a written Change Order. Any claim for an increase shall be in writing and delivered to the Project Manager within seven (7) Days of the occurrence first happening. Written supporting data will be submitted to the Project Manager within fifteen (15) Days after such occurrence unless the Director allows additional time.

5.9.1.4 Except as provided under the applicable conditions of the Contract Documents, any Change Order adjusting the compensation to be paid Contractor shall be priced in accordance with the following procedures:

5.9.1.4.1 Unit Prices Included in the Bid Proposal: The Contractor and the County recognize and acknowledge that the quantities shown for those items designated in the Bid Proposal as unit price items are approximations prepared by the County for bid purposes and that the actual compensation payable to the Contractor for the utilization of such items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Project as originally defined in the Contract Documents.

When it is determined by the County that an addition, deletion, or revision to the Project as defined in these Contract Documents is required and affects the quantities required for items designated in the Bid Proposal as unit price items, the Contractor and the County agree that the compensation payable to the Contractor for such unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Proposal to the quantity of the unit price item required to complete the Project as defined in the Contract Documents.

5.9.1.4.2 Unit Prices Not Included in the Bid Proposal: Unit prices for items not designated in the Bid Proposal, but which have been mutually agreed upon by the County and the Contractor may be utilized in determining the actual compensation payable to the Contractor based upon field measured quantities.

5.9.1.4.3 Lump Sum: When it is determined by the County that an addition, deletion or revision to the Project is required which results in a change in Work designated in the Bid Proposal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

5.9.1.5 If the pricing methods specified under the existing conditions of the Contract Documents are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by the County in accordance with under the applicable conditions of the Contract Documents. The County shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with the applicable conditions of the Contract Documents. The Contractor shall perform the Work as directed in the Change Order.

5.9.1.6 Failure on the part of the Contractor to construct any item to plan or authorized dimensions within the Specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to the County; acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the County. Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the County based upon an analysis of the scope of the Contractor's failure to construct to plan or authorized dimensions.

5.9.2 Cost of Work

5.9.2.1 The term, "Cost of Work," for the purpose of Change Orders, means the costs necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the Project Manager, such costs shall be in amounts no higher than those prevailing in the area of the Project and may include the following categories:

5.9.2.1.1 Actual cost of labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave) to perform change order work.

5.9.2.1.2 Owned Equipment (at lowest applicable equipment rate manual rate).

5.9.2.1.3 Rented Equipment (at actual rental rate).

5.9.2.1.4 Materials.

5.9.2.1.5 Subcontractors' costs.

5.9.2.1.6 Extra Bonds and Insurance.

5.9.2.1.7 Contractor's Fee.

5.9.2.2 The Contractor shall require all Subcontractors and suppliers to comply with all requirements of, and provide itemizations of all claims in accordance with this Clause.

5.9.2.3 The term "Cost of the Work" shall not include any of the following:

5.9.2.3.1 Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, job superintendents, project managers, clerks, and other personnel employed by the Contractor whether at the Site or in its principal or a branch office for general administration of the Change Order work and not specifically included in the agreed-upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's Fee.

5.9.2.3.2 Extraordinary fringe benefits not specifically identified within the provisions set forth above.

5.9.2.3.3 Expenses of Contractor's principal and branch offices other than the Contractor's office at the Site. Field overhead costs, including, but not limited to, cost of on-site temporary facilities and Contractor's on-site supervision. Compensation for these costs will be considered only if the Final Completion date is extended by a Change Order or Allowance Authorization Release.

5.9.2.3.4 Any part of the Contractor's capital expenses, including interest on the Contractor's capital used for the Change Order Work and charges against the Contractor for delinquent payments.

5.9.2.3.5 Cost of premiums for all bonds and insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the Work).

5.9.2.3.6 Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5.9.2.3.7 All overhead or general expense costs of any kind (other than as set forth in this Clause.)

5.9.3 Contractor's Fee

5.9.3.1 The maximum percentage allowed for the Contractor's combined overhead (including home office and field office overhead) and profit shall be as follows:

5.9.3.1.1 For all such Change Order Work done or to be done by the Contractor's own organization, a fixed percentage of the total adjustment to the Contract Price shall not exceed ten (10) percent (10%).

5.9.3.1.2 For all such Change Order Work done or to be done by Subcontractors, each Subcontractor may add up to ten percent (10%) to its allowable cost of work for combined overhead and profit and the Contractor may add up to five percent (5%) to the Subcontractor's allowable cost of work for its combined overhead and profit; provided, however,

5.9.3.1.2.1 no markup of the cost incurred in connection with premiums for bonds or insurance shall be permitted, and

5.9.3.1.2.2 the total maximum markup allowed by this Clause including, but not limited to, Contractor, Subcontractors, and all lower-tier Subcontractors, shall in no event exceed twenty percent (20%) of allowable costs.

5.9.3.1.3 For all changes, the Contractor shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Project Manager. When a credit is due, the amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the Project Manager, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all manhours required by discipline/trade with the unit cost per manhour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

5.10 Changes of Contract Time

5.10.1 The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the Project Manager within seven (7) Days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the Project Manager within fifteen (15) Days after such occurrence unless the Project Manager allows additional time. All claims submitted by the Contractor for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the Contractor's control or fault.

5.10.2 If the Contractor is delayed at any time in the performance, progress, commencement, or completion of the Work by any act or neglect of the County or the Professional, or by any employee of either, or by any separate contractor employed by the County, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by the Contractor using reasonable diligence, or any causes beyond the Contractor's control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as the County may determine. Contractor shall be entitled to an extension of time for such causes only for the number of days of delay which the County may determine to be due solely to such causes and only to the extent such occurrences actually delay the completion of the Project and then only if the Contractor shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the County or the Professional may be responsible in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from the County. Contractor's sole and exclusive remedy against the County for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be the right to seek an extension to the Contract Time in accordance with the procedures set forth herein. This paragraph shall expressly apply to claims for early completion, as well as claims based upon late completion.

5.10.3 The Contractor shall become familiar with and prepare for the normal weather conditions existing in Hillsborough County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. The Contractor acknowledges that its bid and subsequent schedule anticipates and includes as a minimum the normally anticipated number of unfavorable weather days set forth in the applicable conditions of the Contract Documents for the period of time covered by this Agreement. The consequences and impact of such unfavorable weather conditions are neither excusable nor compensable.

5.10.4 The Contractor acknowledges that the following conditions must all exist before unfavorable weather conditions may be found to exist

5.10.4.1 Unfavorable weather conditions actually existed at the Project Site for one or more work days in excess of the number of work days set forth in paragraph f)

5.10.4.2 As a direct result of the unfavorable weather conditions, the Contractor was unable to perform critical path work for a continuous period of more than four (4) hours on each specific day.

5.10.4.3 The Contractor had taken reasonable precautions, such as but not limited to proper drainage, temporary drainage or diversion, and pumping (including pre- and post-shift pumping), to mitigate the impact of such unfavorable weather conditions.

5.10.4.4 The Contractor was in fact scheduled to and attempted to perform Work.

5.10.5 An evaluation of weather conditions shall be made on the dates identified elsewhere in the Agreement as "Milestone Dates," the Substantial Completion Date, and the Final Completion Date (collectively "Milestone Dates"). On those dates, if all the conditions set forth in paragraph d) are found to exist, the number of work days from the date of the Notice to Proceed through the pertinent Milestone Date actually affected by unfavorable weather conditions will be compared with the normally anticipated number of unfavorable weather days set forth in paragraph (f) for that same period of time. If the number of affected days during that period exceeds the normally anticipated number of unfavorable weather days, the Project Schedule shall be adjusted in accordance with the applicable conditions of the Contract Documents. Subsequent Milestone Dates shall not be adjusted unless and until subsequent evaluations demonstrate independent entitlement to the same. If any of the Milestone Dates are adjusted in accordance with the foregoing procedures, the Project Manager shall, at the time of Final Completion, prepare and submit to the Board a Change Order increasing the Contract Time by the total of all such adjustments for unfavorable weather conditions. Notwithstanding anything herein to the contrary, liquidated damages shall not be assessed for the period of time between the originally scheduled Milestone Date(s) and the adjusted Milestone Date(s) as described hereinabove. This extension of the Milestone Date shall be the sole consideration for the impact of weather conditions, and Contractor shall not be entitled to damages or additional compensation resulting from delays caused by such weather conditions. If the number of affected days during that period does not exceed the normally anticipated number of unfavorable weather days set forth in paragraph f), no adjustment shall be made. For

Milestone Dates which occur on a day other than the last day of the month, the number of days set forth in paragraph f) shall be prorated and rounded to the nearest whole day.

5.10.6 The parties expressly acknowledge that unfavorable conditions will exist at the Site as a result of normal weather. The parties also acknowledge that, based on a five-day work week, the normal and to-be-anticipated number of unfavorable weather days per month are as follows:

5.10.6.1 January - 2 work days

5.10.6.2 February - 3 work days

5.10.6.3 March - 3 work days

5.10.6.4 April - 2 work days

5.10.6.5 May - 3 work days

5.10.6.6 June - 5 work days

5.10.6.7 July - 7 work days

5.10.6.8 August - 7 work days

5.10.6.9 September - 6 work days

5.10.6.10 October - 2 work days

5.10.6.11 November - 2 work days

5.10.6.12 December - 2 work days

5.10.7 All time limits stated in the Contract Documents are of the essence to the Agreement. The provisions of this Clause shall not preclude recovery of liquidated damages.

5.10.8 As a condition precedent to receiving an extension of the Contract Time for delay on any portion of the Work, the Contractor shall reasonably reschedule the Work so as to minimize the impact of the delay and to allow continued progress on the unimpacted portions of the Work.

5.10.9 Interim milestones may be adjusted by the Director or his designee, upon recommendation of the Project Manager, when appropriate, as long as the adjustment does not affect Final Completion.

5.11 Warranty and Guarantee: Acceptance of Defective Work

5.11.1 Warranty and Guarantee

The Contractor warrants and guarantees to the County that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Clause. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals, or all applicable building, construction and safety requirements shall be considered defective. Notice of all defects shall be given to the Contractor by the Project Manager. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Clause.

5.11.2 Test and Inspections

5.11.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor shall give the Project Manager timely notice of readiness therefore. The testing firm(s) (if assigned by the County to this Project) and all such inspections, tests, or approvals provided for by the County shall be identified in writing by the Project Manager to the Contractor. All other inspections, tests or approvals shall be at the Contractor's expense including additional expenses for inspection and tests required as a result of delays by the Contractor or hours worked in excess of forty (40) hours per week. For all required inspections, tests, and approvals on any Work prepared, performed, or assembled away from the Site, the Contractor will furnish the Project Manager with the required Certificates of Inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. Materials or Work in place that fail to pass acceptability tests shall be retested at the direction of the Project Manager and at the Contractor's expense. The rates charged the Contractor pursuant to this clause shall be those found in the County's current annual Testing Contract which is available for inspection.

5.11.2.2 Neither observations by the Professional or Project Manager nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

5.11.3 Access to the Work

For the duration of the Project, the Professional and its representatives, other designated representatives of the County, and authorized representatives of any regulatory agency shall at all times be given access to the Work. The Contractor shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

5.11.4 Uncovering the Work

5.11.4.1 If any Work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the Project Manager, or if any Work is covered contrary to the request of the Project Manager, the Work shall, if requested by the Project Manager, be uncovered for observation, inspection, testing or approval and replaced at the Contractor's expense.

5.11.4.2 If any Work has been covered which either the Professional or Project Manager has not specifically requested to observe, or if the Professional or Project Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, upon written request of the Project Manager, shall uncover, expose, or otherwise make available for observation, inspection, or testing that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the Contractor shall bear the expense of such uncovering, exposure, observation, inspection, testing, and satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction, if it makes a claim as provided within the Contract Documents.

5.11.5 Stop Work

When Work is defective or when the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or make prompt payments to Subcontractors for labor, materials, or equipment, or if the Contractor violates any provisions of these Contract Documents, the Department Director may order the Contractor to stop the Work until the cause for such order has been eliminated. However, this right of the Director to stop the Work shall not give rise to any duty on the part of the Director to exercise this right for the benefit of the Contractor or any other party. The Contractor shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

5.11.6 Correction or Removal of Defective Work

5.11.6.1 When directed by the Project Manager, the Contractor shall promptly, without cost to the County and as specified by the Project Manager, either correct the defective Work whether fabricated, installed, or completed, or remove it from the Site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice from the Project Manager, the County may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to Contractor. The Contractor will also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

5.11.6.2 If, after approval of final payment and prior to the expiration of one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, the Contractor shall promptly, without cost to the County and in accordance with the County's written instructions, either correct such defective Work, or if it has been rejected by the County, remove it from the Site and replace it with non- defective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected, removed, or replaced. All direct and indirect costs of such action will be paid by the Contractor.

5.11.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the Contractor shall pay to the County an appropriate sum to compensate for the defect in the Work.

5.11.8 Neglected Work by Contractor

5.11.8.1 If the Contractor neglects to execute the Work in accordance with the Contract Documents, including any requirements of the Project Schedule, the Project Manager may direct the Contractor to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen, and/or equipment, and working extended hours and additional days,

all at no cost to the County in order to put the Project back on schedule. If the Contractor fails to correct the deficiency or take appropriate corrective action, the Board may terminate the contract or Contractor's right to proceed with that portion of Work and have the Work done by others. The cost of completion under such procedure shall be charged against the Contractor. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

5.11.8.2 When the Contractor is more than four percent (4%) behind schedule based on the accepted Project Schedule, the Project Manager may deduct from the Contractor's progress payment a sum equal to the liquidated damages for the number of days behind schedule. Additional withholding may be made if the Project Manager determines the Work cannot be completed for the unpaid balance of the Contract Price.

5.11.8.3 Should the Contractor work overtime, weekends or holidays to regain the schedule, all costs to the County of associated inspection, construction management and resident engineering shall be identified to the Contractor and the Contract Price reduced by a like amount via Change Order.

5.12 Payment and Completion

5.12.1 Schedule of Values

5.12.1.1 At least ten (10) Days prior to submitting the first Application for Payment, the Contractor shall submit to the Project Manager a final schedule of values and cash flow projection for all activities of the Work shown on the accepted schedule, including quantities and unit prices totaling to the Contract Price. This schedule of values shall be satisfactory in form and substance to the Project Manager and shall subdivide the Work into component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for progress payments during construction. Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the schedule of values. Upon approval of the schedule of values by the Project Manager, it shall be incorporated into the form of Application for Payment prescribed by the Project Manager. The Contractor shall not submit an unbalanced schedule of values which provides for overpayment to the Contractor on activities which would be performed first. The schedule of values shall be revised and resubmitted until acceptable to Project Manager. Once the schedule has been accepted by the Project Manager, the

County reserves the right (at its option) throughout the Contract to require that the Contractor honor a particular price contained in the schedule of values, if the activity pertaining to it is being deleted or modified.

5.12.1.2 On unit price contracts, the Schedule of Values shall be in accordance with the Offer.

5.12.1.3 No payment can be made until the Schedule of Values/Line Item Summary, with the activity dollar resources, has been approved by the Project Manager. The Application for Payment shall delineate all activities on the schedule, the approved value, previous percentage complete approved, current percentage complete requested, and value of percentage requested.

5.12.1.4 The cash flow projection shall be a monthly projection of the value of Work in place. If the actual cash flow (represented by the Application for Payment) for any month is less than eighty-five percent (85%) of the projected amount for that month, then the Contractor may be barred from bidding other County projects until the value of Work in place is corrected and within ninety-five percent (95%) of the projected value.

5.12.2 Application for Payment

5.12.2.1 Application for Payment shall be made no earlier than thirty (30) Days after Notice to Proceed, and monthly thereafter, but not more often than once a month. The Application for Payment, when submitted, shall be filled out accurately and signed by the Contractor, covering the Work completed as of the date of the Application and supported by such data as required by the Department. The Contractor shall certify in writing that all Subcontractors and suppliers have been paid for acceptable work and materials from previous progress payments received (less any retainage) prior to receipt of any further progress payments. The Contractor shall submit an Application for Payment on the form provided within these Contract Documents and which includes the aforementioned certification. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data as will establish the County's title to the material and equipment and protect its interest therein, including applicable insurance. Payment of stored materials, in whole or in part, shall be at the sole discretion of the County.

5.12.2.2 Prior to the submission of an Application for Payment, the Contractor shall submit the Schedule of Values/Line Item Summary, showing the work in

place for that Application for Payment (including stored materials, if applicable) to the County's reviewer(s) previously designated by the Project Manager. If the County's reviewer(s) determine that the proposed Schedule of Values/Line Item Summary is acceptable, the Contractor shall prepare and submit the Application for Payment (suitable for signature) to the party identified in the Notice to Proceed.

5.12.2.3 Beginning with the Contractor's second request for payment, the Contractor shall submit a Subcontractor's Statement of Satisfaction, on the form provided within these Contract Documents from each Subcontractor whose work appeared on the prior Application for Payment and for which the Contractor has been paid. If the Contractor is unable to obtain the required Subcontractor's Statement(s) of Satisfaction, a consent from the Contractor's surety company shall be required. In the event the Contractor is unable to furnish a Subcontractor's Statement of Satisfaction or a consent of surety, the disputed amount may be withheld by the County until the Contractor can provide a Subcontractor's Statement of Satisfaction or a consent of Surety.

5.12.3 Contractor's Warranty of Title

If at any time there shall be evidence of any claim for which, if established, the County might become liable, and which is chargeable to Contractor, or if Contractor shall incur any liability to the County, or the County shall have any claim or demand against Contractor, whether or not reduced to judgment or award, of any kind or for any reason, whether related to or arising out of this Agreement or any other agreement between the Contractor and the County, the County shall have the right to retain out of any payment due, or which may become due, under this Agreement or any other Agreement between the Contractor and the County, an amount sufficient to indemnify the County against such claim, and/or to compensate the County for and fully satisfy such liability, claim or demand, and charge or deduct all cost of defense or collection with respect thereto, including reasonable attorney fees. Should any claim develop after final payment has been made, the Contractor shall refund to the County all monies that the latter may be compelled to pay in discharging such claims or incurred in collecting said monies from the Contractor.

5.12.4 Approval of Payments

5.12.4.1 The due date for payment shall be determined as follows:

5.12.4.1.1 If the Professional must approve the Application for Payment prior to the invoice being submitted to the County, a payment request shall be made submitted to the County's Chief Financial Officer for

payment within twenty (20) Business Days after the date on which the Professional stamps the Application for Payment as received.

5.12.4.1.2 If the Professional is not required to approve the Contractor's Application for Payment, a payment request shall be submitted to the County's Chief Financial Officer for payment within fourteen (14) Days after the date on which the invoice is stamped as received by the County.

5.12.4.2 The County may reject the Application for Payment within fourteen (14) Days after the date on which the Application for Payment is originally stamped as received. The rejection shall be written and shall specify the deficiency in the Application for Payment and the action necessary to make the Application for Payment proper.

5.12.4.3 If an Application for Payment is rejected as stated above and the Contractor submits a corrected Application for Payment, the corrected Application for Payment shall be paid or rejected ten (10) Business Days after the date the corrected Application for Payment is stamped as received.

5.12.4.4 The Director may refuse to approve the whole or any part of any payment if, in the Director's opinion, he/she is unable to make the representation that the Application is acceptable to the County. The Director may also refuse to approve any such Application, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in the Director's opinion to protect the County from loss because:

5.12.4.4.1 The Work is defective.

5.12.4.4.2 The Critical Path Method (CPM) schedule or another method of scheduling as directed, and regular updates, as required in the Specifications have not been submitted or accepted.

5.12.4.4.3 Claims have been filed against the County for which the Contractor may be liable.

5.12.4.4.4 The Contract Price has been reduced because of Change Order(s).

5.12.4.4.5 The County has been required to correct defective Work or complete the Work in accordance with the Contract Documents.

5.12.4.4.6 Approved Maintenance of Traffic Plan or revisions as directed by the Project Manager have not been submitted.

5.12.4.4.7 The Work was executed unsatisfactorily, or the Contractor failed to clean up, or failed to control traffic or dust or otherwise is not in compliance with these Contract Documents.

5.12.4.5 Payment disputes shall be resolved in accordance with the County's Prompt Payment Procedures as set forth below:

5.12.4.5.1 If a dispute arises with the Contractor concerning payment of a Payment Request or Proper Invoice, the dispute shall be resolved by the Department Director. The Department Director shall investigate and ascertain whether the work for which the Payment Request or Proper Invoice has been submitted was performed to Hillsborough County's satisfaction and accepted by the Proper Authority. "Proper Authority" for this purpose is defined as the Hillsborough County representative who is designated as the approving authority for the Work under the Contract Documents. The Department Director will issue his/her decision in writing. The dispute resolution activities shall be commenced within thirty (30) Days after the Payment Request or Proper Invoice is received and must be concluded by final decision of the Department Director within forty-five (45) Days after the date the Payment Request or Proper Invoice is received.

5.12.4.5.2 If the dispute is resolved in favor of the County, interest charges as set forth in the Florida Prompt Payment Law, Section 218.76(2)(a), Florida Statutes, begin to accrue fifteen (15) Days after the County's final decision. If the dispute is resolved in favor of the Contractor, interest accrues as of the original date the payment became due.

5.12.4.5.3 If the County disputes a portion of the payment request, the undisputed portion must be paid by the date required under the Contract or by twenty (20) business days after receipt of the request, whichever is earlier.

5.12.5 Substantial Completion and Development of Punch List

5.12.5.1 Substantial Completion is as defined in this Contract. When the Contractor believes Substantial Completion has been achieved, it shall certify in writing to the Project Manager that the Project is Substantially Complete in accordance with the Contract Documents and request the Project Manager to

inspect the Work and to issue a Certificate of Substantial Completion. Prior to making such a request, the Contractor must:

5.12.5.1.1 Complete all Work necessary for the safe, proper and complete use or operation of the Project as intended, including: all regulatory agency requirements are satisfied, including occupancy permits; operating certificates and similar releases; all operational testing has successfully occurred; all required training has successfully occurred; all close-out documents (such as as-built drawings, certifications, warranties, guaranties, test reports, test logs, operational manuals, etc.) have been provided by Contractor and accepted by County.

5.12.5.1.2 Prepare a Contractor-generated punch list, i.e., a list of all items required to render the Project complete, satisfactory, and acceptable, along with an estimated cost to complete each item on the list for submission with the request for inspection and issuance of a certificate of Substantial Completion.

5.12.5.2 Upon receipt of the request from the Contractor, the Project Manager, assisted by the Professional, (if any), and other County personnel, as appropriate, shall review the request, the Work and the Contractor-generated Punch List to determine whether the Work is ready for Substantial Completion inspection. If this review fails to support Substantial Completion inspection, the Project Manager shall so notify the Contractor citing the reasons for rejection. If the Project Manager and Professional (if any) determine the Work is ready for Substantial Completion inspection, the following procedures will be followed:

5.12.5.2.1 The Project Manager will, within a reasonable time and schedule, conduct inspection(s) of the Work with the Professional (if any), other County personnel as required, and the Contractor for the purpose of formally reviewing the status of completion of the Work, the readiness of the Project for use and the Contractor-generated punch list. A copy of the Contractor-generated punch list will be provided to all participants and any additional items noted during the inspection will be added to the list. The Project Manager, the Professional, their representatives and other County representatives will review the Work and the Contractor-generated punch list to assure all deficiencies are noted on a final document (the "Punch List"). The Punch List must include all items required to render the Project complete, satisfactory and acceptable. If Project Manager and Contractor disagree on whether an item belongs on the Punch List, the Project Manager has the final say on whether the item

is included or not. The Punch List shall be finalized and issued to the Contractor by the County within the time frames indicated below.

5.12.5.2.2 If, upon completion of the inspection(s) the County does not consider the Project Substantially Complete, the Project Manager will notify the Contractor in writing giving reasons why the Project is not Substantially Complete.

5.12.5.2.3 If, upon completion of the inspection(s), the County considers the Project Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion to establish the date for Substantial Completion as the date of the completed inspection(s). The Certificate of Substantial Completion shall be approved by the County upon the signature of both the Project Manager and the Professional and shall be issued to the Contractor. This Certificate shall fix the date of Substantial Completion.

5.12.5.3 Where Beneficial Occupancy may not be applicable to the Project or to certain portions thereof, warranties for the Project or those portions shall commence on the date of Substantial Completion, unless otherwise provided for in the Contract Documents.

5.12.5.4 Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance and operations are in place.

5.12.6 Time Frames for Issuance of Punch List

5.12.6.1 County shall issue the Punch List to the Contractor within the time frames described below, provided that the Contractor has completed its obligations in providing a proper contractor-generated punch list prior to Substantial Completion inspection. The failure of the County to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

5.12.6.2 For construction projects estimated to cost less than ten million dollars ($10,000,000.00), the Punch List must be finalized and issued within thirty (30) Days after Substantial Completion date and at least thirty (30) days prior to the contract Final Completion date.

5.12.6.3 For construction projects estimated to cost ten million dollars ($10,000,000.00) or more, the Punch List must be finalized and issued within thirty (30) days or, if extended by Contract, up to forty-five (45) Days after

Substantial Completion date as defined in the Contract and at least thirty (30) days prior to the contract Final Completion date.

5.12.6.4 For construction projects involving more than one building or structure or multiple phases, the Punch List must be prepared for each building, structure or phase within thirty (30) Days of Substantial Completion date of a particular building, structure or phase if it is estimated to cost less than ten million dollars ($10,000,000.00) or if it is estimated to cost ten million dollars ($10,000,000.00) or more, within thirty (30) days or, if extended by Contract, up to forty five (45) Days after Substantial Completion date as defined in the Contract .

5.12.6.5 Should the Punch List not be provided to the Contractor by the agreed upon dates set forth in the subsections above, the Final Completion date will be extended by the number of days the County has exceeded the delivery date

5.12.6.6 The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of Contractor to complete all the construction services purchased pursuant to the Contract Documents.

5.12.7 Completion of Punch List Work and Release of Remaining Retainage

5.12.7.1 Upon completion of the Punch List work, the Contractor shall certify in writing to the Project Manager that all Punch List Work has been completed in accordance with the Contract Documents and request the Project Manager to inspect the Work and to approve Punch List completion. If, in the Project Manager's opinion, the Work is not ready for such inspection, the Project Manager will so inform the Contractor, giving reasons for such opinion. If the Project Manager is satisfied that an inspection is warranted, the Project Manager will, within a reasonable time, schedule and conduct inspection(s) of the facility with representatives of the County's user department, the Professional (if any), and the Contractor, for the purpose of formally reviewing the completion of Punch List Work. If the Project Manager and Contractor disagree on whether an item remains incomplete, the Project Manager has the final say on whether the item is completed or not.

5.12.7.2 If, upon completion of the inspection(s) the County does not consider the Punch List work complete, the Project Manager will notify the Contractor in writing giving specific reasons why the Punch List work is not complete.

5.12.7.3 Within twenty (20) business days after the final Punch List is created the Contractor may submit a Payment Request for the remaining Contract balance

(including all remaining retainage). If a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the County may continue to withhold an amount not to exceed one hundred and fifty percent (150%) of the total costs to complete such items. This remaining balance may be requested by the Contractor in its Application for Final Payment after Final Acceptance of the Work by County.

5.12.7.4 All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List shall remain the obligation the Contractor.

5.12.7.5 Warranty items may not affect the final payment of retainage pursuant to 218.735(7)(e), Florida Statutes.

5.12.7.6 If County fails to comply with its responsibilities to develop the Punch List within the time frame applicable to the Project (as described in Section 5.12.6 above), Contractor may submit a request for the remaining Contract balance (including retainage) withheld by County. Such payment shall be due within twenty (20) business days after receipt of a proper invoice or payment request from the Contractor. If, however, the County has provided written notice to the Contractor specifying the failure of the Contractor to meet contract requirements in the development of the list of items to be completed, the County is only obligated to pay the remaining contract balance (including retainage), less an amount equal to 150 percent of the estimated costs to complete the items the County intended to include on the Punch list. Additionally, County does not have to pay or release any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Section 255.05, Florida Statutes.

5.12.8 Partial Utilization

Where a portion of a Project is sufficiently completed to allow Beneficial Occupancy, but significant other portion(s) remain uncompleted, the Project Manager may direct the Contractor to permit the County to take control of that portion, operate and utilize it (take Beneficial Occupancy), when the County believes such use will not significantly interfere with construction of the other parts of the Project. If the Contractor is of the opinion that said Beneficial Occupancy is not in the County's best interests, it shall give written notice of such opinion and include a statement of all reasons why certification of Beneficial Occupancy should not be issued. Otherwise, the Contractor shall certify to the County that all critical elements of that part of the Project are complete to the extent that the County may take Beneficial Occupancy, and request the Project Manager to prepare a Certificate of Beneficial Occupancy for that part of the Project. Thereafter, the Project Manager, assisted by other personnel as required, along with Contractor will make an

inspection of that part of the Project to determine the status of completion. If the Project Manager considers that part of the Project to be ready and appropriate for Beneficial Occupancy, the Project Manager will deliver to the Contractor a Certificate of Beneficial Occupancy to that effect, fixing the date of Beneficial Occupancy as to that part of the Project, attaching a list of items to be completed or corrected before final payment of total Contract, and fixing responsibility between the County and Contractor for any outstanding obligations on that part of the Project. The County shall have the right to occupy and use the portion of the Project after date of Beneficial Occupancy for that portion, but the Project Manager will allow the Contractor reasonable access to complete or correct items on the list. Acceptance of Beneficial Occupancy shall not negate the Contractor's obligation to meet milestone requirements, including Substantial and Final Completion Dates for the entire Project, as said dates may have been set forth in the Contract Documents. Where Beneficial Occupancy has been established for a portion of the Project, warranties for that portion shall commence on the date of Beneficial Occupancy unless otherwise provided for in the Contract Documents.

5.12.9 Final Completion

5.12.9.1 Upon written notice from the Contractor that the Project is complete, the Project Manager shall schedule a final inspection with the Contractor and any other personnel requested by the Project Manager. The Project Manager shall notify the Contractor in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. The Contractor shall immediately take such action as may be necessary to remedy such defects and bring the Project into full compliance with the Contract Documents and then request another inspection.

5.12.9.2 Final Completion of the Work shall be achieved by the Contractor when all Work required under the Contract Documents has been satisfactorily completed, including all Punch List work, and specifically as noted in the Specification section.

5.12.9.3 After the Project Manager has determined that all Work has been completed, the Project Manager will issue a Certificate of Final Completion for the Work. Where Beneficial Occupancy or Substantial Completion may not be applicable to the Project, warranties will commence on the date of Final Completion.

5.12.10 Application for Final Payment

After the Certificate of Final Completion for the Work has been issued by the Project Manager, the Contractor may make Application for Final Payment following the procedure for progress payments. The Application for Final Payment shall be

accompanied by the Contractor's Affidavit of Payment of Debts and Claims, Certificate of Final Completion, and the Consent of Surety to Final Payment, all submitted on forms provided by the County. Where Certificates of Beneficial Occupancy have been issued for portions of the Project in accordance with the Contract Documents, they shall be maintained in the Project file.

5.12.11 Approval of Final Payment

If, on the basis of the Project Manager's observations and review of Work during construction, final inspection, and review of the Application for Final Payment (all as required by the Contract Documents), the Project Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the Project Manager will, within ten (10) days after receipt of the Application for Final Payment, indicate in writing approval of payment. Otherwise, the Project Manager will return the Application to the Contractor, indicating in writing the reason for refusing to approve for final payment, in which case the Contractor will make the necessary corrections and resubmit the Application.

5.12.12 Contractor's Continuing Obligation

The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment, the issuance of a Certificate of Substantial Completion, any payment by the County to the Contractor under the Contract Documents, any use or occupancy of the Project or any part thereof by the County (with or without issuance of a Certificate of Beneficial Occupancy), the issuance of a Certificate of Final Completion, any act of acceptance by the County, any failure to do so, nor any correction of defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

5.12.13 Waiver of Claims

The making and acceptance of final payment shall constitute a waiver of any and all claims by the Contractor against the County, except for those previously submitted in writing in accordance with the Contract Documents.

5.13 <u>Prohibition Against Contracting with Scrutinized Companies and Termination of Contracts with Scrutinized Companies</u>

5.13.1 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting (in any amount) with a company for goods and/or services that is (a) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), or (b) engaged in a boycott of Israel. The County

reserves the right to terminate the Contract if the County discovers that the Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.13.2 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting with a company for goods and/or services in the amount of One Million Dollars $1,000,000) or more if such company is (a) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (b) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473), or (c) engaged in business operations in Cuba or Syria. The County reserves the right to terminate the Contract if the County discovers that the Contractor has (i) submitted a false certification regarding the Contractor's business operations in the countries and/or industries listed in (a) through (c) of this paragraph, (ii) been placed on the Scrutinized Companies with Activities in Sudan List, (iii) been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or (iv) engaged in business operations in Cuba or Syria.

5.14 Suspension of Work and Termination

5.14.1 Suspension of Work

The Director may, at any time, suspend the Work or any portion thereof for a continuous period of not more than ninety (90) days by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed, and the Contractor shall resume the Work on the date so fixed. The Contractor shall be allowed an extension of the Contract Time if directly attributable to any suspension as the sole compensation and remedy for such suspension, provided it makes a proper claim for same as provided for in "Change of Contract Time" Clause. Contractor shall not be entitled to any damages or additional compensation for any such suspensions.

5.14.2 Termination of Work

5.14.2.1 If the Contractor is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for it or for any of its property, if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, if it repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or make prompt payments to Subcontractors or for labor, materials, or equipment; if it disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; if it fails to submit the bonds and Certificates of Insurance within the times required by the Contract Documents; if it disregards the authority of the Professional; or if it otherwise materially violates any provisions of the Contract Documents, then the Board may, without prejudice to any other right or remedy, terminate the services of the Contractor. Prior to such

termination, County shall provide Contractor and its surety with seven (7) Days written notice of County's intent to terminate. Upon termination, the County shall take possession of the Project and may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such cost exceeds the unpaid balance, the Contractor shall pay the difference to the County. Such cost incurred by the County shall be incorporated in a Change Order. If, after notice of termination of this Agreement as provided for herein, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that the County was not entitled to the remedy against Contractor provided herein, the termination will be deemed to be a termination for convenience pursuant to paragraph "Termination for Convenience" and the Contractor's remedies against the County shall be the same as and limited to those afforded thereunder.

5.14.2.2 Where the Contractor's services have been so terminated pursuant to the paragraph above by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability. In addition, the County reserves the right to suspend/debar the Contractor from bidding on Hillsborough County procurements/contracts for a period of up to twenty-four (24) months and/or pursue any and all other remedies available to the County.

5.14.3 Termination for Convenience

5.14.3.1 The performance of Work under this Agreement may be terminated by the County in accordance with this Clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination for Convenience specifying the extent to which performance of Work under the Agreement is terminated, and the date upon which such termination becomes effective.

5.14.3.2 After receipt of a Notice of Termination for Convenience, and except as otherwise directed by the County, the Contractor shall:

5.14.3.2.1 Stop Work under this Agreement on the date and to the extent specified in the Notice of Termination for Convenience.

5.14.3.2.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated.

5.14.3.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination for Convenience.

5.14.3.2.4 In the sole discretion of the County, the Contractor shall either:

5.14.3.2.4.1 assign to the County, in the manner, at the time, and to the extent directed by the Project Manager, all of the right, title, and interest of the Contractor under some or all of the orders and subcontracts so terminated; or

5.14.3.2.4.2 settle all outstanding liabilities and all claims arising out of such termination of nonassigned orders and subcontracts.

5.14.3.2.5 Transfer title and deliver to the County, in the manner, at the times and to the extent, if any, directed by the Project Manager, the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination for Convenience.

5.14.3.2.6 Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination for Convenience.

5.14.3.2.7 Take such action as may be necessary or as the County may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

5.14.3.3 After receipt of a Notice of Termination for Convenience, the Contractor shall submit to the County its termination claim, in the form and with the certification set forth in the paragraph titled "Changes". Such claim shall be submitted promptly, but in no event later than four (4) months from the effective date of termination unless one or more extensions in writing are granted by the Director. No claim will be allowed for machinery and equipment rental expense incurred after the effective date of the Notice of Termination for Convenience. Upon failure of the Contractor to submit its termination claim

within the time allowed, the County shall determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the Termination for Convenience.

5.14.3.4 The Contractor and the County may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on Work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. The Agreement shall be amended accordingly and the Contractor shall be paid the agreed amount.

5.14.3.5 In the event of the failure of the Contractor and the County to agree on the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this Clause, the County shall determine, on the basis of information available to it, with respect to all Work performed prior to the effective date of the Notice of Termination for Convenience, the total (without duplication of any items) of the cost of such Work and a sum, as profit, equal to seven percent (7%) of said cost of the Work; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this Clause and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss. In no event will the Contractor be entitled to recover any anticipated or lost profit.

5.14.3.6 The total sum to be paid to the Contractor shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the County, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the County.

5.14.3.7 In arriving at the amount due the Contractor under this Clause there shall be deducted

5.14.3.7.1 all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Agreement,

5.14.3.7.2 any claim which the County may have against the Contractor in connection with this Agreement, and

5.14.3.7.3 the agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this Clause, and not otherwise recovered by or credited to the County.

5.15 Contractor Use of Hillsborough County for Marketing Prohibited

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

5.16 Maintenance of Records/Public Records Law

The Contractor shall keep adequate records and supporting documentation applicable to this Project and Agreement. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years from the date of Final Completion or termination of this Agreement. The County shall have the right to audit, inspect, and copy all such records and documentation as often as the County deems necessary during the period of this Agreement and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The County, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and supporting documentation.

5.17 Apprentices and Trainees

When apprentices and trainees are utilized by the Contractor on the Work pursuant to this Agreement, the behavior of the Contractor shall be governed by the provisions of Chapter 446, Florida Statutes.

5.18 Equal Employment Opportunity; Non-Discrimination Clause

5.18.1 During the performance of this Contract, the Contractor shall comply with the following:

5.18.1.1 Hillsborough County

5.18.1.1.1 Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits discrimination on the basis of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in apprenticeships, training programs, employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

5.18.1.1.2 Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that the County shall not deprive any person of any right because of race, sex, age, national origin, religion, disability or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

5.18.1.2 State of Florida

5.18.1.2.1 Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of gender, race, religion, national origin, or physical disability.

5.18.1.2.2 Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

5.18.1.2.3 Florida Statutes section 112.043, prohibits age discrimination in employment.

5.18.1.2.4 Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.

5.18.1.2.5 Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.

5.18.1.2.6 Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.

5.18.1.2.7 Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin.

5.18.1.2.8 Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for services performed.

5.18.1.2.9 Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.

5.18.1.2.10 Florida Statutes section 760.40, provides for the confidentiality of genetic testing and requires informed consent prior to such testing.

5.18.1.2.11 Florida Statutes section 760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.

5.18.1.2.12 Florida Statutes section 760.51, provides for remedies and civil penalties for violations of civil rights.

5.18.1.2.13 Florida Statutes section 760.60, prohibits discriminatory practices of certain clubs.

5.18.1.2.14 Florida Statutes section 760.80, provides for minority representation on boards, commissions, council, and committees.

5.18.1.3 Federal

5.18.1.3.1 Section I of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.

5.18.1.3.2 Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

5.18.1.3.3 Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat.1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.

5.18.1.3.4 Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.

5.18.1.3.5 Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.18.1.3.6 Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.

5.18.1.3.7 Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.

5.18.1.3.8 Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73,42 U.S.C. 3601 et seq.

5.18.1.3.9 Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.

5.18.1.3.10 Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.

5.18.1.3.11 Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.

5.18.1.3.12 Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.

5.18.1.3.13 Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.

5.18.1.3.14 Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.

5.18.1.3.15 Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.

5.18.1.3.16 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.

5.18.1.3.17 Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

5.18.1.3.18 State and Local Fiscal Assistance Act of 1972, as amended.

5.18.1.3.19 Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.

5.18.1.3.20 Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.

5.18.1.3.21 Executive Order 13673, Fair Pay and Safe Workplaces.

5.19 Allowances

5.19.1 Allowance Categories

5.19.1.1 Because of the size, complexity and nature of the Project, the Board has determined that it is in the County's best interest to establish certain allowance categories for various portions of additional or revised work. The Allowance Work may consist of, but is not limited to, the following:

5.19.1.1.1 General Site Work

5.19.1.1.2 Concrete Structures

5.19.1.1.3 General Road Work

5.19.1.1.4 Utility Work

5.19.1.1.5 Process Work

5.19.1.2 The Allowance Work is included in the Contract Price and the Contract Work, and shall be performed in full compliance with all requirements of the Contract Documents. The Contract Time also includes a number of calendar days reserved for performance of Allowance Work in accordance with this Clause, calculated as follows: twenty percent (20%) of Days allocated from Notice to Proceed to Final Completion (as awarded), or sixty (60) Days, whichever is less.

5.19.2 Authorized Expenditure and Allocations of Time

All charges and time for Allowance Work must be pre-approved in writing by the County Administrator or appropriate authorized designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the time, if any, required, and the price for the Allowance Work, as well as containing the authorized signature of the County Administrator or appropriate authorized designee. If Contractor proceeds to perform any Allowance Work without the required AAR, the Contractor shall be deemed to have waived any rights it might otherwise have had to reimbursement and time for such Allowance Work. Any monies designated for Allowance Work remaining at the completion of all Work shall be deducted from the Contract Price by an approved Change Order.

5.19.3 Pricing of Allowance Work

When the County has determined that it wishes to have the Contractor perform certain Allowance Work, the Professional or Project Manager shall provide Contractor with an

allowance proposal request, identifying the Allowance Work to be performed and requesting the Contractor to submit a price for such proposed Allowance Work. The Contractor shall submit a price for the proposed Allowance Work in a timely fashion, but in no event shall Contractor require more than five (5) Days within which to submit its price on the proposed Allowance Work, unless a longer period of time is permitted by the Project Manager. The Contractor shall prepare its price for the proposed Allowance Work in accordance with the pricing procedures established for Change Orders.

5.19.4 Allocation of Contract Time

If the Contractor requests an allocation of Contract Time for performance of Allowance Work, the Contractor shall state with particularity in its response to the County's allowance proposal request the reasons for its request and the manner in which performance of Allowance Work will affect the Contract schedule. The Contractor shall be entitled to an allocation of time for performance of Allowance Work only for the number of days which the County Administrator or his designee may determine to be due solely on account of such performance and only to the extent such performance affects the Contractor's ability to meet Contract Milestone Dates. In no event may the County Administrator or his designee allocate more Contract Time for all Allowance Work hereunder than the number of calendar days designated for Allowance Work in the Agreement. If the County and Contractor agree on the time to be allocated for performance of Allowance Work, the time shall be stated in the AAR. The County Administrator or his designee may adjust any Milestone Dates affected by allocation of time for Allowance Work and shall state such adjusted Milestone Dates in the AAR. If sufficient allowance time is not available for the Allowance Work, then the time for the Allowance Work (or a portion of the time) may be adjusted by Change Order. Contractor shall not be entitled to damages for delays or disruptions caused by time for Allowance Work and shall state such adjusted Milestone Dates in the AAR. Contractor shall not be entitled to damages for delays or disruptions caused by performance of Allowance Work hereunder. Any time designated for Allowance Work remaining at the completion of all Work shall be deducted from the Contract Time by an approved Change Order.

5.19.5 Disputes as to Price or Time

If the County and Contractor/Construction Manager/Design Builder (whichever is appropriate) agree on the price for proposed Allowance Work but cannot agree on the amount of time for such work, or vice-versa, then the price or time agreed upon shall be included in the AAR, and the disputed item (whether price or time) shall not be included in the AAR but may be resolved through the Change Order process.

5.20 Partnering

5.20.1 The County intends to encourage the foundation of a cohesive partnership with the Contractor and its Subcontractors. The term "partnering", and any reference to partnership is merely meant to set the tone of the relationship between the parties and does not imply any rights or obligations normally associated therewith. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance, intended to achieve completion within budget, on schedule, and in accordance with plans and Specifications.

5.20.2 This partnership will be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in Contract Price. To implement this partnership initiative, it is anticipated that prior to issuance to Notice to Proceed, the Contractor's and the County's respective Project Managers and other key personnel will attend a partnership and team-building development workshop. Follow-up workshops will be held periodically throughout the duration of the Contract as agreed to by the Contractor and the County.

5.20.3 An integral aspect of partnering is the resolution of disputes in a timely, professional, and non-adversarial manner. Alternative dispute resolution (ADR) methodologies will be encouraged in place of the more formal dispute resolution procedures. ADR will assist in promoting and maintaining an amicable working relationship to preserve the partnership. ADR in this context is intended to be a voluntary, non-binding procedure available for use by the parties to this Contract to resolve any dispute that may arise during performance.

5.20.4 Nothing in this provision, however, shall take precedence over the rest of the Contract Documents, and if there is a perceived conflict between this provision and any other Contract provision, the other Contract provision will take precedence.

5.21 Security of Construction Documents

The plans and information contained in this Contract may relate to vital infrastructure facilities within Hillsborough County. This information is highly sensitive and must be secured and protected at all times from access by unauthorized persons. Release of documents or information other than as required to fulfill the scope of the Contract is prohibited. The County's Project Manager is empowered to authorize release of documents. Failure to protect these documents could jeopardize the safety of the citizens of Hillsborough County, so they must always be treated with the utmost care.

5.22 Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE Best Practices

5.22.1 E-Verify

5.22.1.1 Pursuant to Florida Statutes Section 448.095, the Contractor (and its Subcontractors) are required to register with and utilize the United States Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. The E-Verify system is an Internet-based system operated by DHS that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.22.1.2 Contractor is advised that there is no requirement that the Contractor must be registered with and use the E-Verify system prior to or at the time the Contractor submits its bid/offer to the County. However, **in the event the Contractor is selected for the award of this contract, then the Contractor is required to be registered with, and use the E-Verify system**. The County shall not award this contract to the Contractor if the Contractor has not complied with the E-Verify registration and usage requirements set forth in Florida Statutes Section 448.095 by or at the time of contract award.

5.22.1.3 Pursuant to Florida Statutes Section 448.095, the Contractor must obtain an affidavit from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor is required to maintain a copy of such affidavit for the duration of the Contract Period and shall provide the County with a copy of such affidavit within three (3) Business Days of the County's request for said affidavit.

5.22.1.4 Contractor is advised that pursuant to Florida Statutes Section 448.095, the County is required to terminate this Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one (1) year from the date of such termination. . The Contractor will be liable for any additional costs incurred by the County as a result of the termination of the Contract.

5.22.2 Legally Authorized Workforce

5.22.2.1 Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and provide for voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:

5.22.2.1.1 that Contractor (and any subcontractor thereof) is registered with and uses the E-Verify system and is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States;

5.22.2.1.2 that all of Contractor's employees are legally eligible to work in the United States; and

5.22.2.1.3 that the Contractor has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).

5.22.2.2 . A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor unless the County has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1) or such allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.

5.22.2.3 Good faith claims/beliefs of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

5.22.3 IMAGE Best Practices

Contractor is required to incorporate the following IMAGE Best Practices into its business and, incorporate verification requirements into its agreements with Subcontractors as required under Federal law and Florida Statutes Section 448.095:

5.22.3.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

5.22.3.2 Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.

5.22.3.3 Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

5.22.3.4 Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

5.22.3.5 Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

5.22.3.6 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

5.22.3.7 Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.

5.22.3.8 Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

5.22.3.9 Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

5.22.3.10 Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

5.22.3.11 Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

5.23 Force Majeure

The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but is not limited to, acts or neglect by the County or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. In order to receive an extension of the Contract Time due to a force majeure event, the Contractor is required to make a claim of force majeure to the County and such claim must be approved by the County.

5.24 Hand Sanitizer Ordinance

Hand Sanitizer Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III (Hand Sanitizer Ordinance), as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

5.25 Indemnification

5.25.1 Contractor, in consideration of the payments, mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, shall protect, defend, indemnify and hold the County, and its employees, agents, independent contractors, subcontractors, invitees, successors and assigns harmless from and against any and all claims, actions, causes of action, and judgments made or filed against the County for all liabilities, losses, penalties, damages, costs or professional fees arising out of Contractor's performance of the Work (including obtainment of all license fees and royalties) or the performance of the Work by the Contractor's Subcontractors, agents, employees, or respective officers, or anyone directly or indirectly employed by any of them. Contractor may defend any claim for which Contractor has responsibility hereunder with counsel of its choice, subject to the County's prior written approval. Contractor's obligation under this provision shall not be limited in any way by the Contractor's or its subcontractor's limit of, or lack of, sufficient insurance. This provision shall survive the termination of this Agreement and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

5.25.2 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

5.25.3 The Contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement or patent rights or

copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

5.26 Legally Required Statement and Provisions Regarding Access to Records for Services Contracts

5.26.1 The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. As stated below, the Contractor/Service Provider may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

5.26.1.1 813-272-5790,

5.26.1.2 StromerS@HCFL.gov,

5.26.1.3 Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.

If under this Contract, the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor will comply with public records law, and agrees to:

5.26.2 Keep and maintain public records required by the County to perform the services.

5.26.3 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

5.26.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

5.26.5 Upon completion of the Contract, transfer at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

5.27 Miscellaneous

5.27.1 All Specifications, Drawings, and copies furnished by the County shall remain the County's property. They shall not be used on another Project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the County upon completion of the Project.

5.27.2 Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees, agents, or others for whose acts they are legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

5.27.3 If the Contract Price exceeds one hundred thousand dollars ($100,000.00), Contractor shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7414 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

5.27.4 Pending resolution of any claim or dispute between the County and Contractor, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Work as directed by the County and the County shall continue to make payments in accordance with the Contract Documents.

5.27.5 Project Representative. County may furnish a Project Representative and assistants to aid the Project Manager in carrying out the Project Manager's responsibilities at the Site.

5.27.6 Historical or Archaeological Deposits. If, during the course of construction, evidence of deposits of historical or archaeological interest is found, Contractor shall cease operations affecting the find and shall notify the Project Manager who shall notify the Regional Office of the Environmental Protection Agency and the State Historic Preservation Office. No further disturbance of the deposits shall ensue until Contractor has received written instructions from the Project Manager. The Project Manager will issue written instructions only after the State office has surveyed the find and made a determination to the Environmental Protection Agency and County. Compensation to Contractor, if any, for changes in construction shall be determined in accordance with changed conditions or change order provisions of the Contract Documents; provided however, in no event will the Contractor be entitled to damages or additional compensation for any delays incurred, the Contractor's sole remedy being to seek an extension to the Contract Time pursuant to the provisions of the Contract Documents.

5.28 Payment to Contractor by Electronic Payment Solution

ACH (Direct Deposit): If the Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit. The Contractor's bank account information will remain confidential to the extent provided by law as necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance will be sent to the Contractor via e-mail.

5.29 Unbalanced Offers and/or Excessive Line Item Prices

The County reserves the right to reject any Offer in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to award this Solicitation Document, it further reserves the right not to utilize a particular line item that, in the sole opinion of the County, is excessively priced, and reserves the right to obtain that item from another source.

5.30 Failure to Perform

Contracts Related to Emergency Response for Natural Emergencies - Pursuant to Florida Statutes Section 252.505, if this a Contract for goods and/or services related to emergency response for a natural emergency, then the Contractor shall pay the County a Five Thousand Dollars ($5,000) penalty (in addition to any other remedies provided for under this Contract and/or law) if the Contractor fails to perform and/or breaches this Contract during the emergency recovery period. For the purpose of this section, the term "emergency recovery period" shall mean a 1-year period that begins on the date the Governor of the State of Florida initially declared a state of emergency for a natural emergency. The term "natural emergency" shall have the meaning set forth in Florida Statutes Section 252.34(8).



Addendum No. 1

IFB-25-00314

Roadway Resurfacing and Repair Contract

HCFL.gov/Vendors
(813) 272-5790

Hillsborough County Florida
Procurement Services

IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING BID

ISSUANCE DATE: **November 21, 2025**

SOLICITATION NUMBER: **IFB-25-00314 Addendum No. 1**

SOLICITATION TITLE: **Roadway Resurfacing and Repair Contract**

PRIMARY CONTACT: **Joseph Wright, Senior Buyer**

CONE OF SILENCE: A Cone of Silence is in effect for this procurement; therefore, no bidder, interested party and/or their principals, officers, employees, attorneys, or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding this procurement and/or a related protest, except as otherwise provided in the Hillsborough County Procurement Protest Policy and Procedures Ordinance. The Cone of Silence does not prohibit a bidder from communicating with the Director of Procurement, staff in the Procurement Services Department, or the County's attorney assigned to this procurement. Violating the Cone of Silence may disqualify the bidder from consideration for award. Please refer to the **Instructions** for complete details about the Cone of Silence.

NOTICE: This Addendum is an integral part of the Invitation for Bid under consideration by you as a Bidder in connection with the subject matter identified below. Hillsborough County deems all Bids to have been proffered in recognition and consideration of the entire Invitation for Bid including all issued Addenda.

THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT BID MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED.

If the Bid has already been submitted within the electronic bidding system for Hillsborough County Procurement Services, Bidder shall resubmit bid and acknowledge addendum electronically.

REASONS FOR ADDENDUM:

1. *Issue questions and answers identified below.*

2. *Replaced the Bid Table, to change the Description, Unit of Measure and Estimated Quantity to Revise Line Item No. 30 (#2-19); 234 GENERAL USE OPTIONAL BASE MATERIAL (Type B-12.5); 6,500 Cubic Yard(s) to read: FDOT Reference Number 285-70-4, OPTIONAL BASE, BASE GROUP 04 (Type B-12.5); 58,500 Square Yard(s).*

3. *The Bid Close Date is changed from December 5, 2025 at 2:00 pm. to December 19, 2025 at 2:00 pm.*

Questions and Answers

1. Can you please provide some more information regarding the types of roadways that will be included within this contract? Will this cover residential streets or arterial/collector roads?

   Please identify and provide a list of known, anticipated or contemplated projects that will be performed under this contract.

   Response: Please refer to the document labeled IFB-25-00314 Terms and Conditions, Section 1.1.1.

2. Please confirm that the unit of measure for item #2-19 will be CY instead of SY. 6,500 CY is a substantial amount of asphalt base.

   Response: Please use the revised bid table in Euna and mentioned above.

3. What are the circumstances where traffic control officers will be paid by the County? Will it be for all night work or will it follow the FDOT specifications (102-7)?

   Response: The Contractor should follow FDOT Specifications 102-7, unless otherwise directed by the County's Project Manager.

4. I don't see any pay items for paint striping, only thermoplastic. Are we to assume that temporary paint will be included in the thermoplastic pavement marking items?

   Response: Paint Striping is included in the cost for Maintenance of Traffic (MOT).

5. Is removal of material to allow the overlay to be placed and meet existing elevations incidental, to be paid under removal of unsuitable material or milling?

   Response: When removing milling, the removed material is incidental and shall be paid for under milling.



Addendum No. 2

IFB-25-00314

Roadway Resurfacing and Repair Contract

HCFL.gov/Vendors
(813) 272-5790

Hillsborough County Florida
Procurement Services

IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING BID

ISSUANCE DATE: **November 21, 2025**

SOLICITATION NUMBER: **IFB-25-00314 Addendum No. 2**

SOLICITATION TITLE: **Roadway Resurfacing and Repair Contract**

PRIMARY CONTACT: **Joseph Wright, Senior Buyer**

CONE OF SILENCE: A Cone of Silence is in effect for this procurement; therefore, no bidder, interested party and/or their principals, officers, employees, attorneys, or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding this procurement and/or a related protest, except as otherwise provided in the Hillsborough County Procurement Protest Policy and Procedures Ordinance. The Cone of Silence does not prohibit a bidder from communicating with the Director of Procurement, staff in the Procurement Services Department, or the County's attorney assigned to this procurement. Violating the Cone of Silence may disqualify the bidder from consideration for award. Please refer to the **Instructions** for complete details about the Cone of Silence.

NOTICE: This Addendum is an integral part of the Invitation for Bid under consideration by you as a Bidder in connection with the subject matter identified below. Hillsborough County deems all Bids to have been proffered in recognition and consideration of the entire Invitation for Bid including all issued Addenda.

THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT BID MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED.

If the Bid has already been submitted within the electronic bidding system for Hillsborough County Procurement Services, Bidder shall resubmit bid and acknowledge addendum electronically.

REASONS FOR ADDENDUM:

1. *Issue questions and answers identified below.*

Questions and Answers

1. In Section 1 - "Special Conditions" section 2.12R "Tree Trimming" states that there will be a bid item paid by the hour to provide vertical and horizontal clearance for the paving train vehicles. I don't see a pay item in the bid schedule for this work. Will one be added? Is this also the reason for having to attach a form for a certified arborist?

Response: The Department will omit Section 2.12R Tree Trimming (Section 01530) from the Supplemental Specs. Tree trimming activities will be handled as needed through NPIs.

2. How are we paid for the excavation/removals to prep and place the B-12.5 material?

Response: The pay item for excavation will be used to prep and place the B-12.5 material.

AFFIDAVIT OF COMPLIANCE WITH SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION GOAL FOR HILLSBOROUGH COUNTY, FLORIDA SOLICITATION
IFB-25-00314 Roadway Resurfacing and Repair Contract

State of Florida)

County of Hillsborough)

The below-signed affiant affirms that he/she is over the age of 18 years, of sound mind, and competent to testify as to the matters recited herein.

Before me, the undersigned authority, personally appeared Christie Alvaro (name of affiant) who was duly sworn and, on oath, states as follows:

1. Affiant is an owner, officer and/or duly authorized representative/agent of Ajax Paving Industries of Florida, LLC (name of company).

2. That the aforementioned company has submitted a bid/proposal for the above-referenced Hillsborough County procurement solicitation.

3. That in the event the aforementioned company is awarded a contract by Hillsborough County resulting from the above-referenced procurement solicitation, that the company shall meet the project's Small Business Enterprise (SBE) utilization goal which shall not be less than percent (5 %) in accordance with the terms and conditions of the solicitation document/contract.

Signature of affiant: Christie Alvaro

Printed name: Christie Alvaro

Title of affiant: Vice President of Estimating

Company name: Ajax Paving Industries of Florida, LLC

Company address: One Ajax Drive, North Venice FL 34275

AJAX PAVING INDUSTRIES OF FLORIDA, LLC CORPORATE SEAL 2008 FLORIDA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 16th day of December, 20 25 by Christie Alvaro who ☑ is personally known to me or who ☐ produced identification and who did take an oath.

Type of Identification produced: n/a - (personally known)

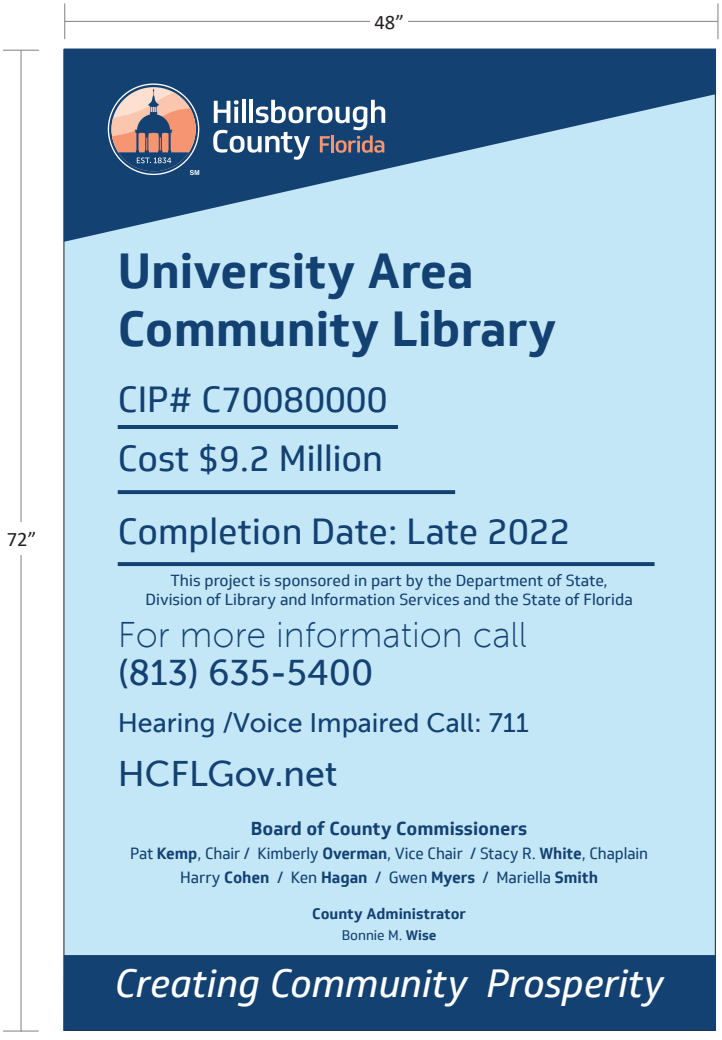
Kara Coggins
Notary Public, State of Florida

(NOTARY SEAL)

KARA COGGINS
Notary Public - State of Florida
Commission # HH 636240
My Comm. Expires Apr 6, 2029
Bonded through National Notary Assn.

ATTACHMENT A

Hillsborough County 48”x72” (4’x6’) Construction Signs



Project Title
255 pt Soleto Bold - justified left

Project Subtitle (optional)
183 pt Soleto Bold - justified left

Information
188pt Soleto Regular - justified left

Underlines
21 pt solid stroke - PMS 541

Additional sponsors (when available)
83pt Soleto Regular - centered

Information: 190 pt Museo Sans 100 - justified left
Phone number: 190 pt Museo Sans 500 - justified left
711: 142 pt Museo Sans 500 - justified left
Website: 190 pt Museo Sans 500 - justified left

Commissioners
Title: 91 pt Soleto Bold - centered
First name: 84 pt Soleto Regular **Last name:** 84 pt Soleto Bold

County Administrator
Title: 91 pt Soleto Bold - centered
First name: 72 pt Soleto Regular **Last name:** 72 pt Soleto Bold

Tagline
204 pt Soleto Italic - Centered

PMS 541

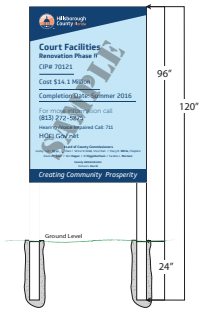
PMS 1635

50% Tint

10% Tint

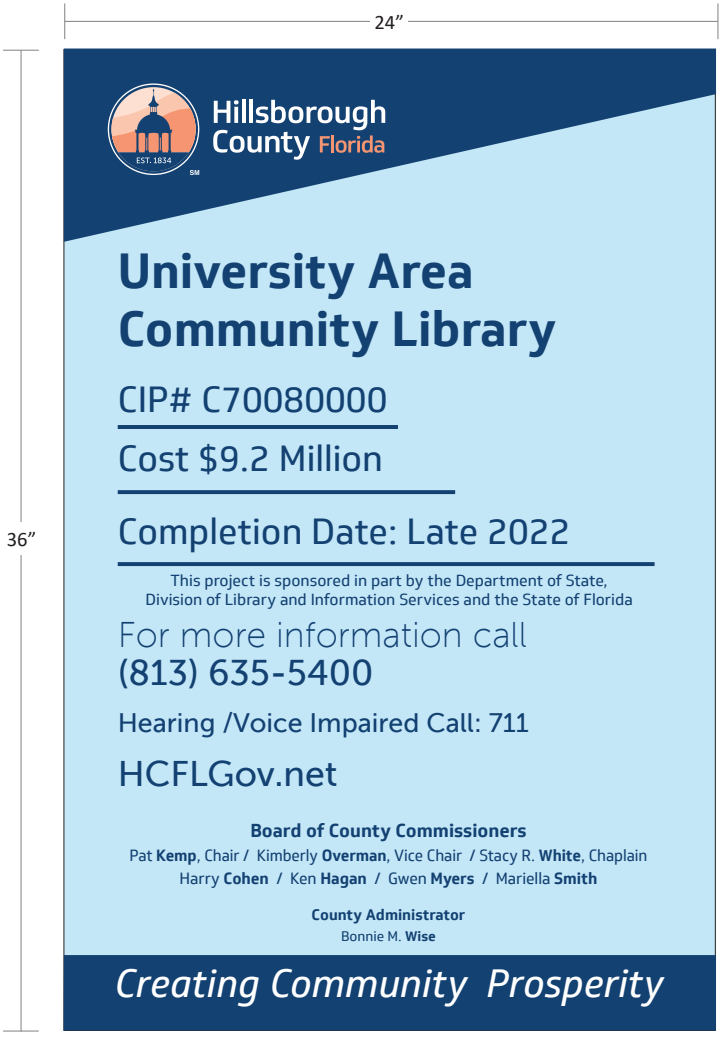
PMS 290

* Vendor can also use process colors



Mounted on two 4”x4”x10’ poles

A-Frame 24”x36” Construction Signs



Project Title
127 pt Soleto Bold - justified left

Project Subtitle (optional)
91 pt Soleto Bold - justified left

Information
94 pt Soleto Regular - justified left

Underlines
11 pt solid stroke - PMS 541

Additional sponsors (when available)
41 pt Soleto Regular - centered

Information: 94 pt Museo Sans 100 - justified left
Phone number: 94 pt Museo Sans 500 - justified left
TTY: 70 pt Museo Sans 500 - justified left
Website: 94 pt Museo Sans 500 - justified left

Commissioners
Title: 48 pt Soleto Bold - centered
First name: 42 pt Soleto Regular **Last name:** 42 pt Soleto Bold

County Administrator
Title: 39 pt Soleto Bold - centered
First name: 36 pt Soleto Regular **Last name:** 36 pt Soleto Bold

Tagline
102 pt Soleto Italic - Centered

PMS 541

PMS 1635

50% Tint

10% Tint

PMS 290

* Vendor can also use process colors



ATTACHMENT B

Hillsborough County Risk Management Division

INSURANCE REQUIREMENTS

Please scroll down fully to confirm what requirements are needed for your request.

All coverages marked with an ☑ are required.

Contractor shall obtain at Contractor's expense the insurance specified in this document related to its performance under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Florida, possess A.M. Best ratings of A-, Class 7 or better, and that are acceptable to Hillsborough County ("County"). Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation and Cyber Security (if applicable). The Contractor shall pay for and be solely responsible for all deductibles, self-insured retention, and self-insurance, if any.

☐ **NO INSURANCE REQUIRED:** This will apply to purchase only agreements, where the purchase is made and Hillsborough County handles everything else.

PROOF OF INSURANCE ONLY:

☐ **YES**

This will apply to special situations where Hillsborough County's role is for funding only or partnered events. In these circumstances, no additional insured endorsement is required.

COMMERCIAL GENERAL LIABILITY:

☑ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the County. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than:

☐ Bodily Injury and Property Damage Each Occurrence	$500,000
Damage to Rented Premises Each Occurrence	$50,000
Medical Expenses Any One Person	$5,000
Personal & Advertising Injury Each Occurrence	$1,000,000
Products/Completed Operations Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$2,000,000

☑ Bodily Injury and Property Damage Each Occurrence	$1,000,000
Damage to Rented Premises Each Occurrence	$50,000
Medical Expenses Any One Person	$5,000
Personal & Advertising Injury Each Occurrence	$1,000,000
Products/Completed Operations Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

ADDITIONAL INSURED ENDORSEMENT
(Separate from the statement on the COI, the Endorsement page(s) must be included)

☑ **Required** ☐ **Not required**

All liability insurance, except for Workers' Compensation, Professional Liability, and Cyber Liability (if applicable), required under this Contract must include an additional insured endorsement specifying Hillsborough County, its officers, employees, and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self- insurance. A blanket Additional Insured endorsement will suffice.

AUTOMOBILE LIABILITY INSURANCE:

☑ **Required**

Automobile Liability Insurance covering Contractor's business use including coverages for all owned, non-owned, or hired vehicles for bodily injury and property damage. Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided. Combined single limit of no less than:

☐ $300,000

☑ $1,000,000

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

☑ **Required**

All employers, including Contractor, that employ subject workers, as defined per Florida Statute, shall comply and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption for having less than 4 employees (3 or less employees) or no employees. Contractor shall require and ensure that each of its subcontractors complies with these requirements. Contractor shall also obtain employers' liability insurance coverage with limits not less than:

☐ $100,000

☐ $500,000

☑ $1,000,000

Each accident, $100,000 for disease, and $500,000 disease policy limit. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

PROFESSIONAL LIABILITY:

☐ **Required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers, or employees in an amount not less than $1,000,000 per claim.

MEDICAL MALPRACTICE LIABILITY:

☐ **Required**

$1,000,000 Medical Malpractice Liability, no Additional insured endorsement needed.

Medical malpractice insurance protects physicians, clinics, and healthcare facilities in the event that a patient files a claim alleging negligence resulting in injury or harm.

CYBER LIABILITY:

☐ **Required**

Contractor shall provide cyber liability insurance for the duration of the Contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores, or has access to client data, whichever is longer, with a combined single limit of no less than $1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Hillsborough County or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Hillsborough County data.

POLLUTION LIABILITY:

☐ **Required**

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than $1,000,000.

BUILDERS RISK:

☐ **Required**

When a procurement involves a building under construction (or renovation/upgrade) - .No less than an amount equal to 100% of the completed value of the project, or the value of the equipment to be installed. Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be use on or incidental to the project, and theft coverage.

INSTALLATION FLOATER:

☐ **Required**

When equipment, materials and fixtures are to be installed - INSTALLATION FLOATER at cost of equipment only, no labor or fees.

PARTICIPANT ACCIDENT MEDICAL (SPORTS TEAMS AND LEAGUES):

☐ **Required**

Required when facility or premises are used for practices or competitions. Combined single limit per occurrence shall not be less than $10,000.

EXCESS/UMBRELLA INSURANCE:

☑ **Required**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGES THAT MAY APPLY:

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

☐ **Required**

Third party Employee Dishonesty or Fidelity Bond coverages for loss of County-owned property by dishonest acts of an employee of the Contractor. Coverage limits shall not be less than $1,000,000.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☐ **Required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the County covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

LIQUOR LIABILITY:

☐ **Required**

$1,000,000 in coverage required.

(DRONE) / UNMANNED AIRCRAFT SYSTEMS / UNMANNED AERIAL VEHICLE LIABILITY:

☐ **Required**

Required Drone Liability Insurance covering bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones, including the drone's payload and/or dispensable loads in a form and with coverage that are satisfactory to the County. This insurance shall include premises liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, operation or territory of operation. Coverage shall be written on an occurrence basis in a combined single limit amount of not less than $1,000,000 per occurrence.

AIRCRAFT LIABILITY

☐ **Required**

Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than

☐ $1,000,000

☐ $2,000,000

☐ $3,000,000

☐ $4,000,000

AIR CARGO LIABILITY INSURANCE

☐ **Required**

Air cargo insurance covering loss of cargo in transit during the performance of this Contract. Combined single limit per occurrence shall not be less than $ 1,000,000 per occurrence.

AIRCRAFT AERIAL APPLICATION LIABILITY

☐ **Required**

Aircraft Aerial Application Liability Insurance covering claims arising from spraying operations. Coverage shall not be less than $1,000,000. This insurance requirement can also be met with an endorsement to the Aircraft Liability coverage.

U.S. LONGSHORE AND HARBOR WORKERS COMPENSATION

☐ **Required**

☐ $100,000

☐ $500,000

☐ $1,000,000

U.S. L&H covers employees in traditional maritime occupations such as longshore workers, ship-repairers, shipbuilders or shipbreakers, and harbor construction workers. The injuries must occur on the navigable waters of the United States or in the adjoining areas, including piers, docks, terminals, wharves, and those areas used in loading and unloading vessels. Non-maritime employees may also be covered if they perform their work on navigable water and their injuries occur there.

Directors, Officers, and Organization Liability

☐ **Required**

Insurance covering the Contractor's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes County or federal funds - with a combined single limit of no less than $1,000,000 per claim.

MOTOR CARRIER CARGO LIABILITY

☐ **Required**

Motor Truck Cargo Liability Insurance covering loss to cargo in transit during the performance of this contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than $1,000,000.

GARAGE KEEPERS LEGAL LIABILITY

☐ **Required**

Garage Keepers' Legal Liability Coverage for autos left for service, repair, storage or safekeeping, with a combined single limit of not less than $25,000 per location.

MARINE PROTECTION LIABILITY

☐ **Required**

Marine Protection and Indemnity Coverage. Combined single limit per occurrence shall not be less than $1,000,000.

RAILROAD PROTECTIVE LIABILITY

☐ **Required**

Combined single limit per occurrence shall not be less than $1,000,000.
Railroad protective liability coverage protects railroads from potential financial risk and hazards.

AVIATION LIABILITY

☐ **Required**

When a procurement involves the use/operation of aircraft.
Min. Limit: Not less than $1,000,000 each occurrence

WATERCRAFT LIABILITY

☐ **Required**

Combined single limit per occurrence shall not be less than $1,000,000.

WAIVER OF SUBROGATION:
Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Hillsborough County by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Hillsborough County has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CERTIFICATE(S) AND PROOF OF INSURANCE:
Contractor shall provide to Hillsborough County Certificate(s) of Insurance for all required insurance before performing any Services required under this Contract. The Certificate(s) shall list Hillsborough County, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Hillsborough County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:
The Contractor or its insurer must provide at least 30 days' written notice to Hillsborough County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:
Contractor agrees to periodic review of insurance requirements by Hillsborough County under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Hillsborough County.

COUNTY ACCEPTANCE:
All insurance providers are subject to Hillsborough County acceptance. If requested by Hillsborough County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Hillsborough County's representatives responsible for verification of the insurance coverages required under this contract/agreement.

Certificate Holder shall be designated as:	Insurance Requirements reviewed by:
Hillsborough County BOCC 601 E. Kennedy Blvd. 17th Floor Tampa, FL 33602 Attn: Risk Management	Initials: BG

Additional Notes (If Applicable):

SCOPE OF WORK

A. Scope:

Hillsborough County is seeking qualified contractors for the Roadway Resurfacing and Repair Term Contract. The **CONTRACTOR** shall furnish all labor, materials and equipment for the accomplishment of all work as described in the Contract Documents, Specifications, Special Conditions and Supplemental Specifications, Technical Specifications, as shown on the Plans (if available), and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract.

Work performed under this Contract will be at various locations throughout **HILLSBOROUGH COUNTY (COUNTY)**. Any work authorized under this term contract will be ordered by the **COUNTY** on an "as needed" basis. If available, external plan sheets, construction plan sets, or sketches may be supplied to the **CONTRACTOR** with the Work Order at the Project Manager's discretion. The **CONTRACTOR** is required to render any and all infrastructure and appurtenances associated with or disturbed by the work to an operable condition as determined by the **COUNTY**.

B. Description of Work:

The work performed under this contract may include, but may not be limited to:

- Milling and Resurfacing roads throughout the **COUNTY** using Superpave Asphaltic Concrete Structural and Friction courses, and/or Full Depth Reclamation;
- Modification of curbs to facilitate construction;
- Repair, replace, and/or retrofit curb ramps to meet Americans with Disabilities Act (ADA) compliance requirements;
- Removal and replacement of speed humps;
- Removal of turf and grade work when required;
- Incidental repair of irrigation sprinkler systems;
- Utility coordination incidental to the construction;
- Incidental coordination with municipalities in the **COUNTY** according to current inter-local agreements;
- Incidental work and coordination of temporary construction traffic control within railroad rights-of-way;
- Restoration and cleanup of the construction sites;
- Incidental street and driveway sweeping;
- Remove overgrown grass and debris along edge of pavement and on adjacent shoulder
- Regrading;
- Sodding;
- Earthwork;
- Pavement Markings; and
- Signage.

Prepared By: Dana D. Mackey, P.E.,
Engineer, Engineering & Operations

Special Conditions and Supplemental Specifications

Section 1 – Special Conditions

1.01R Scope

These Special Conditions and Supplemental Specifications modify or supplement the General Terms and Conditions, and other provisions of the Contract Documents. To the extent such provisions are not modified or supplemented herein; all provisions remain in full force and effect.

Hillsborough County (**COUNTY**) is seeking qualified contractors for the Roadway Resurfacing & Repair Contract. The **CONTRACTOR** shall furnish all labor, materials and equipment for the accomplishment of all work as described in the Contract Documents & Specifications, as shown on the Plans (if available), and as directed by the Project Manager in accordance with the expressed or obvious intent of the Contract.

Work performed under this Contract will be at various locations throughout the **COUNTY**. Any work authorized under this term contract will be ordered by the **COUNTY** on an "as needed" basis. If available, external plan sheets, construction plan sets, or sketches may be supplied to the **CONTRACTOR** with the Work Order at the Project Manager's discretion. The **CONTRACTOR** is required to render any and all infrastructure and appurtenances associated with or disturbed by the work to an operable condition as determined by the **COUNTY**.

A. <u>Description of Work:</u>

The work performed under this contract may include, but may not be limited to:

- Milling and Resurfacing roads throughout the **COUNTY** using Superpave Asphaltic Concrete Structural, Friction courses, and/or Full Depth Reclamation;
- Modification of curbs to facilitate construction;
- Repair, replace, and/or retrofit curb ramps to meet Americans with Disabilities Act (ADA) compliance requirements;
- Removal and replacement of speed humps;
- Removal of turf and grade work when required;
- Incidental repair of irrigation sprinkler systems;
- Utility coordination incidental to the construction;
- Incidental coordination with municipalities in the **COUNTY** according to current inter-local agreements;
- Incidental work and coordination of temporary construction traffic control within railroad rights-of-way;
- Restoration and cleanup of construction sites;
- Incidental street and driveway sweeping;
- Remove overgrown grass and debris along edge of pavement and on adjacent shoulder;
- Regrading:
- Sodding;
- Earthwork;
- Pavement Markings; and
- Signage.

1.02R Workmanship and Materials

This project is to be constructed utilizing Hillsborough County Public Works Standard Specifications for Construction October 2023 Edition (or latest version)**;** Florida Department of Transportation (FDOT) FY 2025 Standard Plans for Road Construction (or latest version); FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 (or latest version); with the exception of Division I Section 1 through 9 and Division II Sections 100 through 103 and 105; Manual of Uniform Traffic Control Devices 11th Edition (or latest version); Hillsborough County Water, Wastewater and Reclaimed Water Technical Specifications October 2023 Edition (or latest version) and Hillsborough County Water, Wastewater and Reclaimed Water Technical Manual October 2023 Edition (or latest version); Hillsborough County Stormwater Management Technical Manual October 2023 Edition (or latest version); Tampa Electric Company Standard Electric Service Requirements, latest edition, available from Tampa Electric Company; and the Supplemental Specifications herein. Any conflict between the documents shall be resolved in accordance with the requirements of the Hillsborough County General Terms and Conditions.

A The use of the term "Department" in the FDOT Specifications is replaced by **COUNTY** except in those instances where the FDOT is the controlling organization.

B The terms Engineer, Project Manager and Project Representative are interchangeable between the various Contract Documents**.**

C If the **CONTRACTOR** desires to utilize materials, means, or methods which in accordance with the FDOT specifications requires Quality Control testing and approval by the Engineer, the testing shall be performed at the expense of the **CONTRACTOR**, and reviewed for acceptance by the **COUNTY**. The **COUNTY** also reserves the right to require testing above and beyond the FDOT specified LOT testing in situations when the testing of LOT quantities will not provide a reasonable assurance of the quality of the work. This additional testing by the **CONTRACTOR** will be at no additional cost to the **COUNTY**.

D At the **CONTRACTOR**'s option he may submit a Value Engineering Change Proposal, also know as a Cost Savings Initiative Proposal (CSIP), or hereinafter referred to as a VECP or CSIP in accordance with FDOT Standard Specifications for Road and Bridge Construction, Section 4-3.9, Value Engineering Incentive, or Cost Savings Initiative Proposal. The **COUNTY** reserves the right to reject at its discretion any VECP or CSIP submittal and the **CONTRACTOR** shall remain obligated to perform the **WORK** in accordance with the terms of the existing Contract.

E. Control of Materials: The County will accept approved FDOT Quality Product List (QPL) products and materials unless stated to the contrary herein.

1.03R Project Sign

Project identification signs shall be provided by the **COUNTY** and placed by the **CONTRACTOR** as per Specification 01560-1.08.

Six (6) mobile project identification signs shall be provided, placed, and removed by the **CONTRACTOR** at various active project locations. The sign(s) shall be maintained in good working condition and shall be replaced by the **CONTRACTOR** when damaged. The cost to provide the project identification signs shall be included in the Maintenance of Traffic pay item(s). At the commencement of construction, the CONTRACTOR shall display the signs and relocate the signs as required by the COUNTY PROJECT REPRESENTATIVE. The CONTRACTOR is responsible for the care and custody of the project identification signs. Damage to, or theft of, the project identification signs shall be reported to the COUNTY PROJECT REPRESENTATIVE by the CONTRACTOR within 24 hours. The Cost of relocating and maintaining the signs shall be considered incidental to the project. The signs will be fabricated per the specifications provided as **Attachment A**.

1.04R Project Locations

Work will be performed at various locations throughout Hillsborough County.

1.05R Sequence of Work

The **COUNTY** reserves the right to arrange the sequence of Project Locations. Work may be removed, or additional work may be added to the contract, not to exceed the Awarded Contract Price.

The **CONTRACTOR** shall make whatever investigations it deems necessary as to the actual field conditions and to comply with the requirements of the Contract documents.

1.06R Schedule

The **CONTRACTOR**'s project schedule shall encompass the project's entire construction duration specified in the **CONTRACT** and may not indicate a shorter duration. Additionally, the schedule shall reflect the construction phasing specified in the **CONTRACT** and shall include all **WORK**, including work to be performed by others such as coordination, material acquisition, utility relocation, **COUNTY** submittal reviews, permit reviews and approvals, etc.

Bar Chart: The bar chart schedule as described in Section 01310 of the Standard Specifications shall be required under this contract for each project location (Work Order (WO)/Purchase Order (PO)), and as well as an overall bar chart schedule for all active projects, with regular updates as requested by the Project Manager.

CPM: The CPM schedule as described in Section 01311 of the Standard Specifications shall not be required under this contract.

1.07R Special Work Hours

The Standard work site operation hours within Hillsborough County to be considered by Bidders in preparing their bids shall be as follows:

8:00AM to 5:00PM - Low volume roadways such as subdivisions or any similar locations.

9:00AM to 4:00PM - High volume roadways (collector and arterial roadways) congested areas, and any similar locations.

9:00PM to 6:00AM - High volume roadways (level "F" roadways) congested areas, and any similar locations.

Monday through Friday, excluding County-observed holidays and weekends. No work shall proceed outside these hours without 72 hours prior notice (minimum) and written authorization by the County's **PROJECT MANAGER**. However; the COUNTY reserves the right to establish work hours based on traffic volumes, congestion, or other situations that will interfere with the normal flow of traffic.
Temporary Traffic Control Permits will be issued by the **COUNTY**, as described later in these Supplemental Specifications. The TTC Permits indicate the allowable hours for operation within the actual roadway limits for each road or portion thereof in each project's work order(s). The **CONTRACTOR** may request alternative work hours, based on the allowable hours established by the TTC Permit(s). The approval of alternate work hours for each project is subject to the same authorization described above and will be based on a standard 8-hour shift as provided by the normal work hours. These provisions allow daytime and nighttime shifts, based on the allowable hours indicated by the TTC Permit. Further changes to the approved work hours require a formal request by the **CONTRACTOR** for the TTC Permit to be amended by the **COUNTY** and the aforementioned written authorization by the County's **PROJECT MANAGER**. If approved, an amended TTC Permit will be issued to the **CONTRACTOR**.

As long as the work is on schedule, the **PROJECT MANAGER** is not obliged to consider a shift longer than 8 hours or additional workdays beyond those described above. However, if the work is deemed to be behind schedule, the **PROJECT MANAGER** may approve longer shifts and/or additional shifts based on the approval of a recovery schedule submitted by the **CONTRACTOR**. At the discretion of the **PROJECT MANAGER**, additional costs incurred by the **COUNTY** for overtime wages and/or employing additional staff are subject to reimbursement by the **CONTRACTOR** to the **COUNTY**.

1.08R Contract Estimated Quantities

Unit quantities indicated in the Bid Proposal section are provided as a means of comparing bid proposals and as a basis for award. However, these quantities are estimated, and actual unit quantities may vary during the term of this contract**.** The **COUNTY** does not guarantee a minimum usage on this contract.

Bidders are cautioned against predicating their bid prices on an assumed scope of work or estimated bid quantities. The amount of award represents only the upper dollar limit beyond which no further work shall be ordered, except as may be approved by the BOCC, through Change Order. It is not known how much or how little work will be ordered during the term of this contract.

The **CONTRACTOR** acknowledges that actual quantities may be significantly more or less than those indicated on the bid. The **CONTRACTOR** agrees that he will not make any claim for damages or for loss of profits because of a difference between the quantities shown on the bid form and the quantities of work actually ordered.

Total purchases shall not exceed the amount awarded by the Board, and no work shall be commenced which is not provided for by the provisions of the contract.

Basis for payment shall be actual field measurement, not estimated bid or plan quantities. The dollar amount of payment shall be determined by multiplying the contract unit price for an item by the field measured actual quantity.

Because quantities are estimated and actual requirements will not be determined until time of need, Items 5.8 and 5.9 of the General Terms and Conditions are hereby modified to remove the necessity

for formal change order in the event of quantity overruns or under runs, provided that total purchases do not exceed the amount of award.

1.09R Incidental Items

Miscellaneous or incidental items such as dewatering, cutting, patching, grading, saw-cutting, electrical hardware, bolts, nuts, fittings, etc., or other ancillary items may be required to complete the construction as indicated on the plans or in the scope of work. If no specific bid item is shown, such miscellaneous or incidental items are to be included in the unit price (s) for the item (s) with which they are associated. Separate payment for miscellaneous incidental items shall not be made by the **COUNTY**. All components shown and described on the bid documents are to be included in the bid items shown on the bid form.

1.10R Permits

A. Pursuant to the Section 218.80, Florida Statutes, Hillsborough County discloses that the permits and fees listed below are the responsibility of the **CONTRACTOR**.

PERMIT	COST
Right-of-Way Use Permit	$0.00 (fee waived)
Hillsborough County Temporary Traffic Control	$0.00 (fee waived)

B. All permits required to perform the work included in the contract are the responsibility of the **CONTRACTOR**.

1.11R Utility Coordination

Utility relocations are not anticipated; however, should the need arise, the **CONTRACTOR** shall coordinate its work with that of the utility companies. The contractor shall protect from any damage all existing structures, underground piping, benchmarks, trees, and other facilities. The **CONTRACTOR** will be held responsible for damage to such existing facilities. In the event of interruption of water, wastewater or other utility services as a result of accidental breakage, exposure, or lack of support, the **CONTRACTOR** shall promptly notify the proper authority and cooperate with the authority in the prompt restoration of service. If water or wastewater service is interrupted and the **CONTRACTOR** is performing or assisting the repair work, the **CONTRACTOR** shall work continuously until the service is restored. Do not begin work around fire hydrants until the local fire authority has approved provisions for continued service.

- End of Section -

Section 2 – Supplemental Specifications

2.01R Office Facilities

No field offices are required.

2.02R Maintenance of Traffic (Section 102)

Under no circumstances will road closure be permitted unless otherwise approved by the **PROJECT MANAGER**. As a minimum, two (2) way traffic shall be maintained at all times unless otherwise approved by the **PROJECT MANAGER**. Daytime and overnight lane closures shall be in accordance with all applicable permits, policies and Section 1 Special Conditions Article 1.07R Special Work Hours. Lane closures on roadways under FDOT's jurisdiction shall be coordinated with FDOT by the **CONTRACTOR**. Similarly, lane closures involving other authorities and municipalities, where the County's roads intersect or are continuous with roads under their jurisdiction, will be coordinated with that entity by the **CONTRACTOR**. This may include expressway authorities, cities, and adjacent counties. All associated costs for coordination, plans and/or permit(s) preparation, submittal and securing approval, are to be included in this Pay Item.

2.03R Traffic Control Officer Requirement (Section 102)

As per FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 (or latest version): When needed, and approved by the County's PROJECT MANAGER, the use of an off-duty law enforcement officer will be paid by the hour. The total hours actually worked at the site by each individual officer will be entered for payment daily. Travel time to and from the site are not included in the daily payment. A line item is added to the bid pages to address the support of an off-duty law enforcement officer. An example of the form to be used to document the number of daily hours worked for each officer is attached to these Supplemental Specifications as **Exhibit 1.**

2.04R Selective Clearing & Grubbing, Areas with Trees to Remain (Section 110)

Clearing & Grubbing shall be performed in accordance with FDOT Specification Section 110. Additionally, specified plowing of the surface shall include the removal of the top layer of organic material beginning from the original ground line and if applicable stockpiling of the material for future use on the project. No additional compensation shall be provided for this work or associated work.

2.05R Storage of Construction Materials and Equipment (Section 01600)

Supplemental to the provisions in the Contract Terms and Conditions, if the **CONTRACTOR** intends to store or stage materials, equipment, construction debris, etc. on private or public property outside of the right of way, the **CONTRACTOR** shall obtain permission via a written agreement. The **CONTRACTOR** shall provide the **COUNTY** with a copy of the written agreement prior to any utilization of the property. The written agreement shall specify the terms, identify the parties involved, and be signed by authorized individuals representing the property owner and the **CONTRACTOR**. If the property is a County facility, the **COUNTY REPRESENTATIVE** will assist with obtaining written permission to the extent possible. Areas utilized by the **CONTRACTOR** for storing or staging materials, equipment, and other items will be fully restored to their original condition at the expense of the **CONTRACTOR**. Restoration will occur immediately after the **CONTRACTOR's** last use of the area.

2.06R Residential Irrigation (Sprinkler) System Repair (Section 01530)

The construction activities associated with road reconstruction and resurfacing could impact existing irrigation systems that are within or near the County's right-of-way. The **CONTRACTOR** is responsible at his own expense for immediate repairs to these systems which result from construction activity in their vicinity. Generally, these repairs are anticipated to be PVC pipeline

break repairs (typically ½" to 2" diameter pipe) and damaged sprinkler head repair and/or replacement. The repair work will be coordinated with the affected residents or entities responsible for the irrigation system and accomplished to their satisfaction.

2.07R Pedestrian Facilities

A. All pedestrian facilities shall be constructed in accordance with the Americans with Disabilities Act (ADA) and the Department of Transportation Regulation 49 CFR, Part 37.

B. Sidewalks and curb ramps shall be constructed in accordance with the FDOT Design Standards 2013 (or the latest edition at time of bid opening) Index 304. Residential sidewalks adjacent to driveways shall be six (6) inches depth up to the first construction joint, which shall be a distance of five (5) feet measured from the edge of the driveway. Sidewalks/Ramps adjacent to roadways shall be six (6) inches in depth up to the first construction joint which shall be a minimum distance of six (6) feet measured from the edge of pavement, or back of curb. The construction joint may not transect the detectable warning surface.

C. Detectable warning surfaces, as defined by the latest edition of FDOT Standard Specifications for Road and Bridge Construction - Specification 527, will be utilized in lieu of tactile surfaces. Detectable warning surfaces must be capable of supporting vehicular traffic and no waivers to the warranty are acceptable. All references to tactile surfaces in the Hillsborough County Standard Specifications for construction shall be interpreted as referring to detectable warning surfaces. In order to meet ADA visual contrast requirements, the standard color for application on Hillsborough County maintained roads is red, unless otherwise directed by the Project Manager. If field conditions exist in which red would not create sufficient contrast, the Project Manager should be notified in order to determine if another color should be utilized. On FDOT maintained roads, the color requirements may vary and should be confirmed prior to placement.

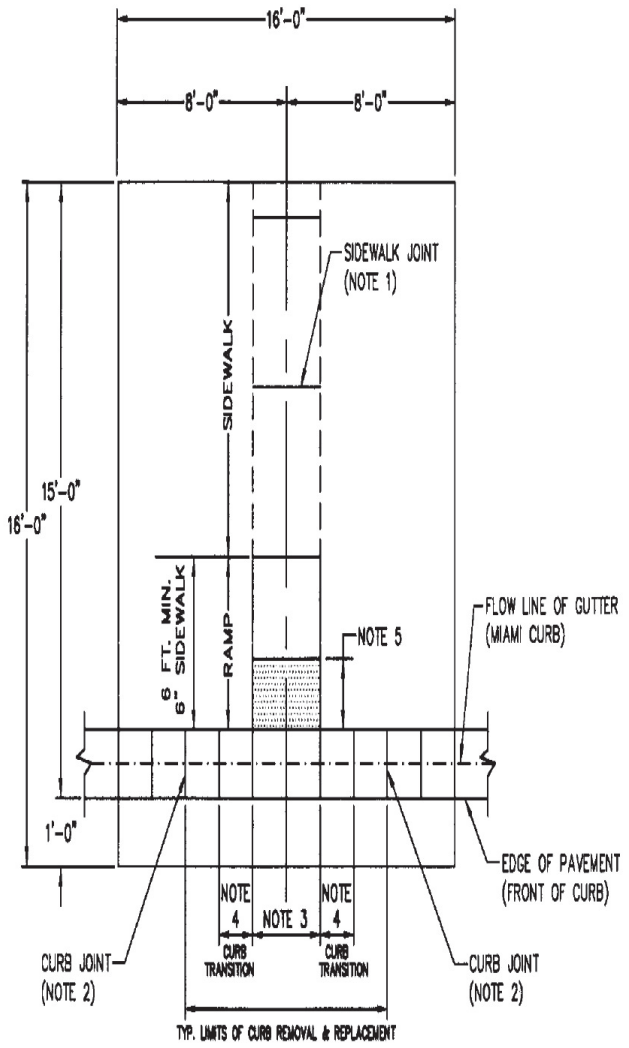
Acceptable Materials for Detectable Warning Surfaces:

1. Top Guard Detectable Warning by Roadway Concepts

2. Proprietary epoxy-based system supplied and installed by Vanguard of Florida.

3. Alternate materials and methods which fully meet contract specifications, and which have been approved for the FDOT Qualified Products List, may be used if approved by the Project Manager. Only those materials and methods which are compatible with traffic loads (including warranty) will be considered.

D. Typical Layout of Ramp Pay Item is below:



NOTES:

1. EXISTING SIDEWALK SHALL BE REMOVED AND REPLACED TO THE NEXT JOINT.
2. EXISTING CURB SHALL BE REMOVED AND REPLACED TO THE NEXT JOINT.
3. RAMP WIDTH SHALL MATCH EXISTING SIDEWALK, BUT NO LESS THAN 5 FT.
4. CURB TRANSITIONS SHALL COMPLY WITH ADA REQUIREMENTS (TYPICALLY 2'-0" FOR STANDARD MIAMI CURB & GUTTER). ACTUAL DIMENSION WILL VARY ACCORDING TO ACTUAL FIELD CONDITIONS,
5. DETECTABLE WARNING SURFACE SHALL BE PROVIDED IN ACCORDANCE WITH CONTRACT DOCUMENTS.

NOTE: THIS SKETCH IS TYPICAL AND EXISTING FIELD CONDITIONS WILL VARY AT EACH LOCATION.

Kisinger Campo & Associates Corp. 1313 NORTH LEE AVENUE, SUITE 1300 TAMPA, FL 33607 (813) 871-3311	JOB No.		SCALE	HILLSBOROUGH COUNTY, FLORIDA	SHEET NUMBER
	DESIGNED		NO SCALE	SIDEWALK PROGRAM	1
	DRAWN			TYPICAL LAYOUT OF RAMP PAY ITEM	OF SHEETS
	CHECKED				
	DATE				

2.08R Standard Speed Humps and Speed Cushion

As per detail in the **Exhibit 2** of this contract. Cost for additional materials needed, survey, adjustment of grade, shall be included in the Price for REMOVE AND REPLACE SPEED HUMP PER COUNTY INDEX 010. No additional payment will be provided for any item necessary for the completion of this item as detailed in the Index 010 – **Exhibit 2** of this Contract.

2.09R Millings (Section 327)

The CONTRACTOR is responsible for delivery of millings to the nearest County maintenance yard. All associated costs are to be included in the milling bid items in the BP sheets. If no County entity is willing to accept the millings, the CONTRACTOR will take possession of them and immediately remove the millings from project site at no cost to the County.

2.10R (BID ITEM #11-10) - PAVEMENT CEMENT CONCRETE (6-INCH-THICK MIN., 4000 PSI), INCLUDING MACRO SYNTHETIC FIBER REINFORCEMENT (1.5 LBS/CY, 1.5-INCH FORTA-FERRO) (DRIVEWAYS AND SIDEWALKS) (INCLUDES GRADING AND ROOT PRUNING)

Work includes:

(1) The Installation of Pavement Cement Concrete (6-inch-thick min 4000 PSI), including Macro Synthetic Fiber Reinforcement (1.5 LB/CY), for sidewalk, ADA ramps, and driveway applications.

(2) Large trees are expected near, under, and beside the existing neighborhood sidewalks. Tree root and tree branch pruning, as needed for the sidewalk replacement, are to be included within this pay item. This includes, all labor, materials, and equipment for Excavation, Trimming and disposal of tree roots and branches, clean backfill and compaction, and Restoration of disturbed lawn areas within two (2) feet of barrier.

(3) Contractor shall have and maintain an ISA Certified/Licensed Arborist on staff or under contract throughout the contract term to ensure the performance of the Contractor under the terms and conditions of this Agreement. ANSI-A300 (Part 1) American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management-Standard Practices (Pruning) and the International Society of Arboriculture's companion publication Best Management Practices – Tree Pruning shall be used to guide tree trimming/root pruning.

(4) Tree root barrier will not be measured separately for payment and is included in this pay item. This includes: The furnishing and installation of barrier along trees near driveways, sidewalks, ramps and as directed by the Engineer.

(5) Irrigation systems are expected near, under, and beside the existing neighborhood sidewalks. All irrigation Repairs, including labor, materials, and equipment, are to be included within this pay item.

Unit of Measurement is per Square Yard (SY), installed and accepted.

2.11R Measurement & Payment

This Section modifies or clarifies items in the FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 (or latest version) and the Hillsborough County Public Works Standard Specifications for Construction October 2023 Edition (or latest version), with respect to this contract.

Removal of Existing Concrete (Item 110 4 10): This pay item is intended for miscellaneous concrete removal only, as needed by the County.

Intersection Valley Gutter, Concrete (Item 520-3): Payment for this item will be based on detail TD-6 (Intersection Valley Gutter Typical Details), included in the **Exhibit 3** of this contract. No additional payment will be provided for any item necessary for the completion of this item.

FDOT Standard Specifications for Road & Bridge Construction FY 2025-26 (or latest version), Section 570, Performance Turf, Article 570-3 Construction Methods:

The sod type installed by the **CONTRACTOR** will match the predominant sod type that exists adjacent to the areas that are to receive new sod. Questions regarding which sod type is appropriate should be directed to the **PROJECT REPRESENTATIVE**. All other provisions of Section 570 apply.

FDOT Standard Specifications for Road & Bridge Construction FY 2025-26 (or latest version), Section 660, Vehicle Detection System: Article 660-6 Method of Measurement and Article 660-7 Basis of Payment:

The method of measurement for traffic loop assemblies is Furnish and Install. Many traffic loop assemblies in Hillsborough County's traffic systems may only require connection of the new loop lead into the first pull box. However, there are traffic signals on County roads that are operated and maintained by other municipalities. The Contractor is cautioned about predicating their price on a limited scope of work. Some traffic loop assemblies may require significantly more work to satisfy the Specifications, such as installing additional signal cables in conduits, cutting and epoxy sealing signal cables in asphalt, loop lead-in installation, and any other work required to produce a complete and accepted installation by the jurisdictional owner and operator of the traffic signals. Payment will be per traffic loop assembly type (AS). All other provisions of Section 660 apply.

FDOT Standard Specifications for Road & Bridge Construction FY2025-26 (or latest version), Section 711, Thermoplastic Pavement Markings: Article 711-9 Method of Measurement and Article 711-10 Basis of Payment:

All types of thermoplastic stripes will be paid in linear feet (LF). Solid stripes will be paid as the total length of the unbroken solid stripe. Skip stripes will be paid as the total length of the skip stripe, from the beginning of the first thermo stripe to the end of the last thermo stripe in the series. All configurations of skip traffic stripes, including 10-30, 3-9, 2-4, and 6-10 are paid as TRAFFIC STRIPE SKIP (THERMO) (6"), and either white or yellow. All other provisions of Section 711 apply.

Hillsborough County Public Works Standard Specifications for Construction October 2023 Edition, (or latest version) Sections 101 – 1.02 Payment for Mobilization and Section 101-2.01 Basis of Payment:

Payment for Mobilization shall be based on lump sum Price per individual work orders as shown in the contract bid pages. All other provisions of Section 101 apply.

Hillsborough County Public Works Standard Specifications for Construction October 2023 Edition, (or latest version) Maintenance of Traffic Section 102-5.01 Basis of Payment:

Payment for Maintenance of Traffic shall be based on lump sum Price per individual work orders as shown in the contract bid pages. All other provisions of Section 102 apply.

2.12R Tree Trimming (Section 01530)

This Bid Item will be employed only when needed to provide vertical and horizontal clearance for the paving train vehicles. Work shall be in conformance with the Hillsborough County Public Works Standard Specifications for Construction October 2023 Edition (or latest version), Protection of Existing Facilities Section 01530-1.07. The Tree Trimming Bid Item will include all manpower and equipment required to neatly trim trees and any other plant growth within the right-of-way, and to remove and dispose of the generated material as required by law. This bid item is meant to be all inclusive, and compensation will be on an hourly basis, as coordinated with and approved by the **PROJECT REPRESENTATIVE**. The hourly rate will apply from the time the **CONTRACTOR's** crew actively commences the trimming operation until the generated material is loaded for immediate disposal or is neatly stacked for disposal at a later time. The hourly rate recorded for tree trimming is exclusive of startup time and time spent removing stacked and stored material that was not loaded for immediate disposal as a continuous operation. All material generated by the tree trimming, including remnants, will be removed from the project site by the end of each workday. The **CONTRACTOR** is not authorized to perform work under this Bid Item without prior consent of the **PROJECT REPRESENTATIVE**.

2.13R THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS

Removal of existing thermoplastic pavement markings to be removed per TRANSPORTATION DESIGN MANUAL BULLETIN 23-01. **(See Exhibit 4)**

2.14R Restoration of Site

Upon completion of any work, the **CONTRACTOR** shall be responsible for cleaning and restoring the site. This includes removing all unused materials and excess soil. The area shall be left in generally the same condition as before performance of the work.

2.15R Full Depth Reclamation (FDR)

See specification requirements outlined in **Exhibit 5** (Section 01800 Full Depth Reclamation with Asphalt Emulsion Technical Specifications). No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

- End of Section -

EXHIBIT 1

Hillsborough County Florida

ENGINEERING & OPERATIONS DEPARTMENT
PO Box 1110, Tampa, FL 33601-1110
813-635-5400 | Fax: (813) 272-5811

BOARD OF COUNTY COMMISSIONERS
Donna Cameron Cepeda
Harry Cohen
Ken Hagan
Pat Kemp
Gwendolyn "Gwen" Myers
Michael Owen
Joshua Wostal
COUNTY ADMINISTRATOR
Bonnie M. Wise
COUNTY ATTORNEY
Christine M. Beck
COUNTY INTERNAL AUDITOR
Peggy Caskey

ASSISTANT COUNTY ADMINISTRATOR
Kimberly A. Byer

OFF DUTY OFFICERS

PLEASE PRINT

NAME OF DEPUTY: _____ Date: _____

BADGE NUMBER: _____ JOB NUMBER: _____

LOCATION WORKED: _____

Start Time: _____AM/PM STOP TIME: _____ AM/PM

TOTAL HRS: _____ X $_____ = $_____

TROOPER SIGNATURE: _____

DEPUTY SIGNATURE:

_____ APPROVED BY:

_____ MOT FOREMAN

SIGNATURE: _____

CONTRACTOR:

_____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Ajax Paving Industries of Florida, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

AJAX PAVING INDUSTRIES OF FLORIDA LLC CORPORATE SEAL 2008 FLORIDA

Offeror's Signature
Christie Alvaro, Vice President of Estimating

December 16, 2025
Date

C:\Users\kcoggins\Box\Kara_Jessica\Master Bids\Active Bids\12.15.25\Hillsborough County - IFB-25-00314 - Roadway Resurfacing and Repair Contract\Bid Documents\1-Drug Free Workplace Form.doc.doc

CORPORATE SUBSTANCE ABUSE PROGRAM

STATEMENT OF POLICY

This Company has legal responsibility to comply with the United States Department of Transportation's (US DOT) regulations regarding the testing of Company employees. To accomplish that end, the Company cannot condone and will not tolerate any of the following behaviors by its employees:

A. Use of illicit drugs.
B. Abuse of legal drugs (prescription or over-the-counter).
C. Abuse of alcohol
D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
E. Arrival for work under the influence of drugs or alcohol.

Should any of these above-mentioned behaviors be detected, the Company will terminate the employee.

The testing of an employee's urine for drugs is an effective mean to identify those in need of treatment or disciplinary action. However, the urine testing program is intended to supplement, not replace, other means of drugs or alcohol detection

Michael A. Horan

Chief Executive Officer



Hillsborough County Florida

BOARD OF COUNTY COMMISSIONERS
Harry Cohen
Ken Hagan
Pat Kemp
Gwendolyn "Gwen" Myers
Kimberly Overman
Mariella Smith
Stacy R. White
COUNTY ADMINISTRATOR
Bonnie M. Wise
COUNTY ATTORNEY
Christine M. Beck
INTERNAL AUDITOR
Peggy Caskey

PUBLIC WORKS ADMINISTRATOR
John W. Lyons

ENGINEERING & OPERATIONS DEPARTMENT
PO Box 1110, Tampa, FL 33601-1110
813-635-5400 | Fax: (813) 272-5811

TRANSPORTATION DESIGN BULLETIN 21-05

DATE: January 11, 2021

TO: County Director of Capital Programs Department,
County Manager of Construction Services,
Division Director of Transportation Maintenance,
County Project Managers, and Project Engineers of Record

FROM: County Engineer,
County Director of Engineering & Operations Department,
County Director of Technical Services Division,
County Manager of Transportation Services Section

COPIES: County Director of Geospatial & Land Acquisition Services Department

SUBJECT: **SPEED HUMP REPLACEMENT**

This bulletin announces the requirement of Speed Hump Replacement in locations where there are existing speed humps.

REQUIREMENTS

Speed humps were placed in residential neighborhoods and on other area roadways through the public involvement process, and as a result, speed humps removed during construction of any Hillsborough County Transportation Project must be replaced at their exact pre-existing location. Permanent removal of any speed hump must be addressed through the public involvement process engaging the concerned neighborhood as outlined in Hillsborough County's ***Residential Traffic Calming Handbook***. Coordination with the County Project Manager is required prior to any changes.

The standard Hillsborough County speed hump replacement detail is provided in Index SSH-001, attached as Page 3.

BACKGROUND

Hillsborough County instituted a Residential Traffic Calming program where speed management measures could be placed on County roadways as traffic-calming countermeasures to decrease cut through traffic and speeding through residential areas. This public involvement process is initiated by a neighborhood, and consensus obtained by petition must be presented to the Hillsborough County Board of County Commissioners for approval. Removal or relocation of a

countermeasure will require a formal public involvement process. Consequently, during Hillsborough County Transportation projects, existing speed humps can only be replaced at their exact pre-existing location.

IMPLEMENTATION

Effective Immediately.

CONTACT

Please use the email link below to address any questions or comments in reference to this Design Bulletin:

PW-Standards_Inquiry

Recommended / Date:

Leland Dicus

Digitally signed by Leland Dicus
DN: cn=Leland Dicus, o=Public Works Administration, ou=Technical Services Division, email=dicusl@hillsboroughcounty.org, c=US
Date: 2021.01.14 11:17:15 -05'00'

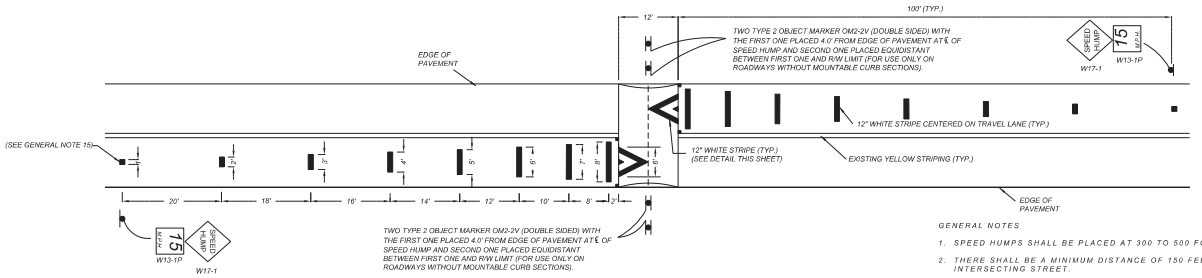
Leland Dicus, Professional Engineer
Technical Services Division Director

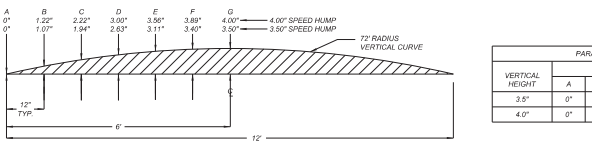
Approved / Effective Date:

Michael J. Williams

Digitally signed by Michael J. Williams
Date: 2021.01.14 15:18:58 -05'00'

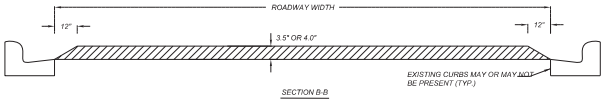
Michael J. Williams, Professional Engineer
County Engineer





SECTION A-A

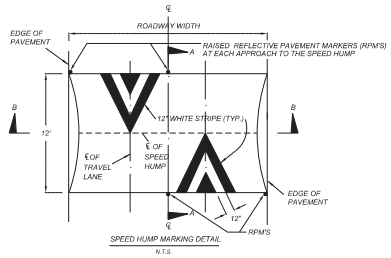
PARABOLIC SPEED HUMP SECTION							
VERTICAL HEIGHT	12" INTERVALS						
	A	B	C	D	E	F	G
3.5"	0"	1.07"	1.94"	2.63"	3.11"	3.40"	3.50"
4.0"	0"	1.22"	2.22"	3.00"	3.56"	3.89"	4.00"



SECTION B-B

12' PARABOLIC SPEED HUMP SECTIONS

N.T.S.



SPEED HUMP MARKING DETAIL

N.T.S.

QUANTITIES FOR 12' SPEED HUMP CONSTRUCTION

ITEM	ROADWAY WIDTH (FT)		
	20	22	24
12" WHITE STRIPE (LF)	102	102	102
SIGN W17-1 (AS)	2	2	2
SIGN W13-1P (AS)	2	2	2
DELINEATOR OM2-2V (AS)*	4	4	4
ASPHALT (CY)	1.41	1.56	1.70

* FOR ROADWAYS WITHOUT MOUNTABLE CURBS ONLY

GENERAL NOTES

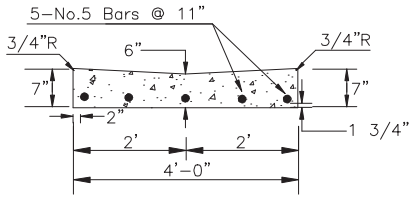
1. SPEED HUMPS SHALL BE PLACED AT 300 TO 500 FOOT INTERVALS.
2. THERE SHALL BE A MINIMUM DISTANCE OF 150 FEET BETWEEN A SPEED HUMP AND AN INTERSECTING STREET.
3. SPEED HUMPS SHALL NOT BE PLACED: IN FRONT OF DRIVEWAYS, OVER, OR CONTAIN MANHOLES, WATER VALVES OR BE LOCATED ADJACENT TO FIRE HYDRANTS.
4. SPEED HUMPS SHOULD NOT BE PLACED IN LOCATIONS WHERE THE ROAD IS SHADED FROM AN ISOLATED OVERHANGING TREE OR TREES.
5. EXISTING STREET LIGHTING SHOULD BE TAKEN ADVANTAGE OF AS MUCH AS POSSIBLE TO INCREASE NIGHTIME VISABILITY WHEN LOCATING SPEED HUMPS.
6. SPEED HUMPS SHOULD NOT BE LOCATED IN HORIZONTAL OR VERTICAL CURVES OR AT LOW POINTS IN ROADWAYS.
7. SPEED HUMPS SHALL NOT BE LOCATED OPPOSITE CURB INLETS.
8. WHEN POSSIBLE, SPEED HUMPS SHOULD BE PLACED AT PROPERTY LINES FOR NOISE ABATEMENT AND AESTHETIC REASONS.
9. SPEED HUMPS SHALL NOT BE PLACED ON MAJOR EMERGENCY VEHICLE RESPONSE ROUTES.
10. MAINTENANCE OF TRAFFIC FOR SPEED HUMP CONTRUCTION SHALL UTILIZE FDOT INDEX 102-603 OR 120-605.
11. SIGN DESIGNATIONS REFER TO THE U.S. DEPT. OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
12. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
13. ASPHALT SHALL CONFORM TO FLORIDA D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. FOR ASPHALTIC CONCRETE TYPE SP, TACK COAT SHALL BE INCLUDED IN THE COST OF THE ASPHALT.
14. SPEED HUMP VERTICAL HEIGHT SHALL BE A MINIMUM OF 3.5" WITH MAXIMUM VERTICAL HEIGHT OF 4.0".
15. RESIDENTIAL SUBDIVISIONS: PAVEMENT MARKINGS IN ADVANCE OF SPEED HUMPS ARE OPTIONAL. RAISED REFLECTIVE PAVEMENT MARKERS (RPM'S) SHALL BE PLACED AT THE CENTER AND OUTSIDE EDGE AT THE BASE TO THE APPROACH OF THE SPEED HUMP.(SEE SPEED HUMP MARKING DETAIL)
16. SPEED HUMPS REMOVED FOR ANY TYPE OF CONSTRUCTION MUST BE REPLACED AT THEIR PREEXISTING LOCATION.
17. THIS DETAIL IS TO BE APPLIED AS A TRAFFIC CALMING TECHNIQUE ONLY ON LOCAL ROADS.

THRESHOLDS FOR USE

1. AVERAGE DAILY TRAFFIC (ADT) <= 3,000
2. POSTED SPEED LIMIT <= 30 MPH.
3. NUMBER OF ROADWAY TRAVEL LANES = 2.

LAST REVISION 12/29/20	REVISION	DESCRIPTION	ORIGINAL SIGNED AND SEALED DOCUMENTS ARE RETAINED IN THE HILLSBOROUGH COUNTY ARCHIVE FILES	Hillsborough County Florida	STANDARD SPEED HUMP	INDEX SSH-001	SHEET 1 of 1

EXHIBIT 3

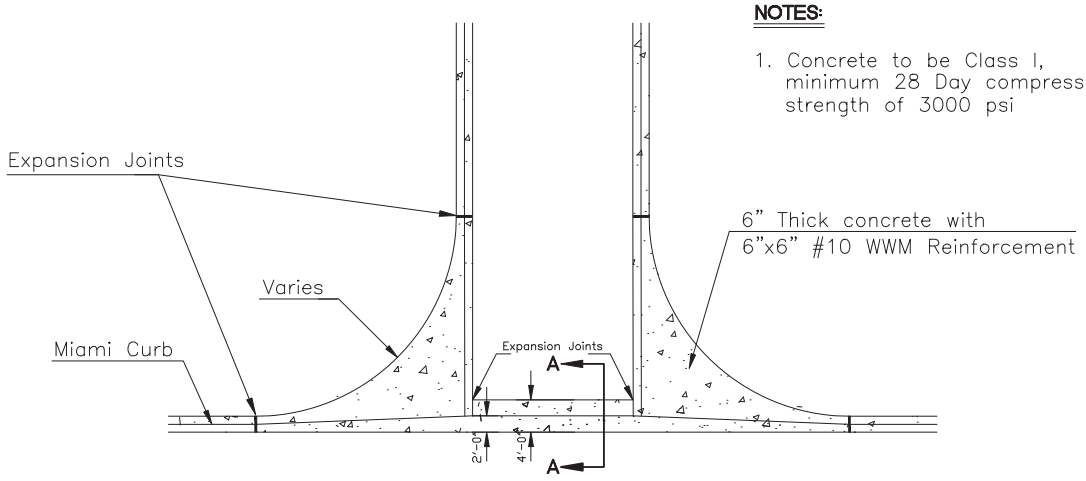


VALLEY GUTTER

SECTION A - A

NOTES:

1. Concrete to be Class I, minimum 28 Day compressive strength of 3000 psi



REVISION DATE :	TRANSPORTATION TECHNICAL MANUAL	Hillsborough County Florida	INTERSECTION VALLEY GUTTER TYPICAL DETAILS	DRAWING NO. TD–6 SHEET NO. 1 OF 1

Hillsborough County Florida

ENGINEERING & OPERATIONS
PO Box 1110, Tampa, FL 33601-1110
813-276-2530 | Fax: (813) 272-5811

BOARD OF COUNTY COMMISSIONERS
Donna Cameron Cepeda
Harry Cohen
Ken Hagan
Pat Kemp
Gwendolyn "Gwen" Myers
Michael Owen
Joshua Wostal
COUNTY ADMINISTRATOR
Bonnie M. Wise
COUNTY ATTORNEY
Christine M. Beck
COUNTY INTERNAL AUDITOR
Peggy Caskey

ASSITANT COUNTY ADMINISTRATOR
John W. Lyons

TRANSPORTATION TECHNICAL MANUAL BULLETIN 23-01

TRANSPORTATION DESIGN MANUAL BULLETIN 23-01
(Rescinds Bulletins 21-06 & 22-01)

DATE: December 15, 2022

TO: County Director of Engineering & Operations Department,
County Director of Capital Programs Department,
County Manager of Construction Services,
County Director of Transportation Maintenance Division,
County Project Managers, and Project Engineers of Record

FROM: County Engineer,
County Director of Technical Services Division

COPIES: County Director of Performance Data and Analytics Department

SUBJECT: **PAVEMENT MARKING REMOVAL**

This bulletin rescinds and replaces Bulletin 21-06 Pavement Markings Removal by Grinding or Water Blasting dated January 11, 2021 and Bulletin 22-01 Pavement Marking Removal dated May 27, 2022. This bulletin announces treatment of pavement marking removal methods for Construction Plans, Temporary Traffic Control Operations and Pavement Marking Errors during Construction and identifies the Hillsborough County Pavement Marking Removal Method Criteria.

REQUIREMENTS

CONSTRUCTION PLANS AND TEMPORARY TRAFFIC CONTROL OPERATIONS

Hillsborough County Construction Plans and Specifications must not specify the use of grinding, water blasting, or other pavement marking removal methods to change or remove permanent pavement markings on final flexible pavement surfaces. When pavement removal is warranted to remove unsuitable, permanent pavement markings, mill a minimum 1.5-inch depth for the entire affected lane width to place a new surface course, and then apply new permanent pavement markings per the plans.

A note has been added to the County Capital Improvement Program (CIP) Project Standard General Notes (Roadway) sheet that instructs the Contractor to: Pre-mark pavement marking placement and notify the County Engineer the time and date of placement of temporary and permanent pavement markings one week prior to installation. County Construction Engineering and Inspection personnel must be on site to inspect pavement marking placement and installation

in accordance with the County's Contract Documents, Specifications, and Construction Plans.

Grinding, water blasting or other nondestructive methods, as approved by the Engineer, will be allowed for removal of existing pavement markings on existing pavement surfaces during Temporary Traffic Control Operations, only when the construction plans specify the existing pavement is to be replaced with new permanent pavement. Where construction exceeds three working days, safety measures such as retroreflective raised pavement markers (RPM's) must be used in conjunction with the new temporary striping. This process will only be allowed during Temporary Traffic Control Operations.

A note has been added to the CIP Project Standard General Notes (Roadway) sheet that states: Pavement markings placed on existing pavement for Temporary Traffic Control, beyond the limits of new permanent construction shown in the plans, must be removed by milling and resurfacing. Limits of milling and resurfacing will extend to the limits of all temporary pavement markings placed on the existing pavement. Pavement marking plans for temporary traffic control extending beyond the limits of new permanent construction shown in the plans must be approved by the Engineer.

The two general notes above must also be included on all Subdivision and Site Development Project plans.

PAVEMENT MARKING ERRORS DURING CONSTRUCTION

Permanent pavement markings incorrectly constructed by Contractors working within County right-of-way, or on projects where right-of-way will be turned over to the County, must be corrected by Milling, Resurfacing and Restriping at no cost to the County. The Contractor has the option to submit a proposal for an alternative pavement marking removal method, in lieu of the milling and resurfacing method. The proposal must be submitted for review and approval to Construction Services of the Capital Programs Department in accordance with the governing Contract Documents. A form for requesting an alternative pavement marking removal method proposal is provided on Page 4.

PAVEMENT MARKING REMOVAL METHOD CRITERIA

The use of black paint to mask existing pavement markings is prohibited on all Hillsborough County roads. The proposed pavement marking removal methods stipulated above for "Construction Plans and Temporary Traffic Control Operations" and "Pavement Marking Errors During Construction" must achieve complete removal of conflicting existing pavement markings and must not leave scarring, remnant markings or discoloration that may mislead or cause confusion for drivers in wet, dry, daytime, nighttime, or any other adverse driving conditions. If the removal method results in ghost markings that may create a safety concern or damages the pavement, then additional corrective action may need to be taken that may require milling and resurfacing.

BACKGROUND

Pavement marking removal can be problematic if the markings are not completely removed or the removal technique produces scarring of the roadway surface, which can be confusing to drivers, create an unsafe driving environment, and negatively impact the pavement condition. The result

can include scarring that leaves the pavement with imprints of the removed markings which are especially noticeable in rainy conditions. These ghost markings create confusing information to drivers. These methods of pavement marking removal may also damage the surface course leading to reduced service life.

IMPLEMENTATION

Implementation is the date of the County Engineer's signature.

CONTACT

Please use the email link below to address any questions or comments in reference to this Design Bulletin:

PW-Standards_Inquiry

Recommended / Date:

Leland Dicus Digitally signed by Leland Dicus Date: 2022.12.21 15:43:46 -05'00'

Leland Dicus, Professional Engineer
Technical Services Division Director

Approved / Effective Date:

Michael J. Williams Digitally signed by Michael J. Williams Date: 2022.12.21 17:55:02 -05'00'

Michael J. Williams, Professional Engineer
County Engineer

EXHIBIT 5

SECTION 01800
FULL DEPTH RECLAMATION WITH ASPHALT EMULSION
TECHNICAL SPECIFICATIONS

I. Qualifications:

For installation of the following pay items, all contractors and their subcontractors shall be FDOT prequalified. The Bidder shall demonstrate recent experience in providing substantially similar services, including full depth reclamation (with emulsion stabilization) projects. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

II. Scope:

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material and emulsified asphalt and other additives. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives if called for in the Special Conditions or design mix formula. The process which results in a stabilized base course shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

III. Materials:

a. **RAP:** Materials must meet all requirements specified in the 2017 Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

b. **Additional Base Materials:** Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required, it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

c. **Asphalt Emulsion:** When asphalt emulsion treatment is specified, asphalt emulsion, type CSS-1h or CMS-2h mod., meeting the requirements of ASTM D2397-98, shall be utilized.

d. **Portland Cement:** When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. If cement is added with emulsion no more than 4% shall be used on the project, unless approved by the Engineer.

e. **Water:** The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in

sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

f. **Soil:** The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

IV. Equipment:

a. Road Reclaimer: Shall be originally designed for pavement reclaiming of a size equal to or larger than a Caterpillar Model RM-350B with comparable specifications including horsepower and rotor size. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of asphalt emulsion into the mixture. The reclaiming machine shall mix the emulsified asphalt additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The asphalt metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and asphalt applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

b. Motor Grader: Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

c. Rollers: Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three-wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low-pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 20 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three-wheel roller static rollers.

d. Additional equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

e. Cement Delivery Equipment: Ensure cement is spread uniformly and accurately during the reclamation process with a cement spreader. The cement spreader shall be equipped with a bag house, curtains and capable of spreading 25 tons at one time before being reloaded. Cement will not be allowed to be spread with spreader bars from

a tanker. Minimize the amount of airborne cement dust to the satisfaction of the Engineer and in accordance with OSHA regulations.

V. **Construction:**

a. **Layout:** The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the engineer.

b. **Weather and Seasonal limitations:** The base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

c. **Mix Design:** Prior to construction, obtain an adequate number of core samples to develop the mix design(s). Representative samples of the asphalt pavement material, underlying base material, and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for testing to determine the proportions of asphalt emulsion or foamed asphalt, and other additives, if necessary, needed to produce a mix design meeting the requirements of Table 332-1. The optimum binder content shall be the binder content that results in the highest wet tensile strength while also having 70% retained tensile strength compared to the dry strength and additionally has a minimum 2500 pounds. Marshall stability. The mix design shall be signed and sealed by a professional engineer and submitted to the Engineer prior to use for approval.

Table 332-1
Mix Design Criteria

Test	Test Method Number	Criteria
Gradation of reclaimed material	AASHTO T 27-11	Report
Determination of optimum binder content		
Compaction effort at optimum fluids content. Marshall Compactor; 50 blows/side or Superpave Gyratory Compactor, 100 mm diameter specimens, 30 gyrations. Density determination.	Asphalt Institute MS 14, Appendix F. ASTM D6926-10 AASHTO T 312-12 FM 1-T 166	Report
Marshall stability Cure at 60°C to constant weight. Test at 40°C.	ASTM D6927-06	2500 lbs. minimum stability
Resistance of compacted bituminous mixture to moisture induced damage. 55 to 75% vacuum saturation, water bath at 25°C for 23 hours, last hour in water bath at 40°C.	AASHTO T 283-07 (2011)	70% minimum retained tensile strength

d. **Widening:** When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

   The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

   After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

e. **Additional Material:** When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

f. **Pulverization:** The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

   Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

   The asphalt emulsion or asphalt and water (to produce a foamed asphalt) shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. The reclaimed material and additives shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day’s work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day’s work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician or superintendent to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

g. **Compaction:** Commence rolling with self propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 98 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture, so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

h. **Finishing:** Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

i. **Protection and Curing:** After the base course has been finished as specified herein, it shall be protected against drying for a period of 2 to 3 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24

hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material is applied.

The curing material shall be maintained and re-applied as needed by the Contractor during the 7-day protection period so that all of the soil-cement will be covered effectively during this period. Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work.

When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

j. **Thickness:** The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

VI. Sampling and Testing:

Quality Control:

a. **Moisture/density relationship of reclaimed base:** Establish a wet/dry density relationship for density specification compliance by obtaining a sample at the location of each nuclear density measurement, at a frequency of once per 1000 square yards. Determine the moisture content in accordance with AASHTO T 110-03 (2011), AASHTO T 265-12, or ASTM D 4643-08.

b. **In-place field density:** Perform one nuclear density test per 1000 square yards. The dry field density (i.e. corrected gauge wet density) of the compacted mixture shall be at least 98.0 percent of the maximum laboratory dry density. No individual density test shall be lower than 92.0 percent of the maximum laboratory dry density. If one density test is below 92.0 percent or two consecutive density tests are below 98.0 percent of the maximum laboratory dry density, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

c. **Marshall stability:** Perform Marshall stability testing twice per day or once per day if less than 1500 square yards is reclaimed. Meet the requirements of Table 332-1. If the Marshall stability does not meet the requirements of Table 332-1, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

d. **Retained tensile strength:** Perform retained tensile strength testing twice per day or once per day if less than 1500 square yards is reclaimed. Meet the requirements of Table 332-1. If the retained tensile strength does not meet the requirements of Table 332-1, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

e. **Depth of mixing:** Determine the depth of mixing at least once per 250 square yards. Meet the requirements of 332-5.7.

f. **Cross slope measurement:** Meet the requirements of Table 330-4.

Table 330-4
Cross Slope Acceptance Tolerance

Roadway Feature	Individual Absolute Deviation	Average Absolute Deviation
Tangent Section (including turn lanes)	0.4%	0.2%
Superelevated curve	0.4%	0.2%
Shoulder	0.5%	0.5%

***In the event that the distance between two edges of deficient areas is less than 100 feet, the correction work shall include the area between the deficient sections.**

Additional sampling and testing may be required if significant changes in RAP are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when there is considerable variability in the field test results.

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Full Depth Reclamation with Asphalt Emulsion, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat. Cost for introduction of asphaltic cement into the mixture shall be included in the per GL cost for Asphalt Emulsion. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the per TON Price for General Use Optional Base Material.

VIII. Basis of Payment:

The work specified within this specification consists of all materials, labor, and equipment, necessary to complete the work as defined above, to the satisfaction and approval of the engineer. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Bid Item - FULL DEPTH RECLAMATION, BASE, 8-INCH AVG. DEPTH (FDR), Per Square Yard (SY)

Bid Item - FULL DEPTH RECLAMATION, BASE, 10-INCH AVG. DEPTH (FDR), Per Square Yard (SY)

Bid Item - EMULSION (FDR/CIR), Per Gallon (GAL)

Bid Item - PORTLAND CEMENT (4% MAXIMUM) (FDR/CIR), Per Ton (TN)

Bid Item - COMPACT AND GRADE (FDR/CIR), Per Square Yard (SY)

Bid Item - BASE MATERIAL (FDR/CIR), Per Ton (TN)

Bid Item - REMOVAL OF UNSUITABLE MATERIAL (FDR/CIR), Per Cubic Yard (CY)

Hillsborough County Florida
SM

ENGINEERING & OPERATIONS
PO Box 1110, Tampa, FL 33601-1110
813-635-5400 | Fax: (813) 272-5811

SUBJECT: ALTERNATIVE PAVEMENT MARKING REMOVAL METHOD PROPOSAL

TO: _____ **DATE:** _____
County Construction Engineer

County Street Name and/or Road Number: _____
Project Description: _____
County Capital Improvement Program (CIP #) or Land Development Project Identification Number (PI #): _____

PAVEMENT REMOVAL:

☐ During Temporary Traffic Control ☐ Pavement Marking Errors

REQUIRED DOCUMENTS:

☐ Plans Showing Errant Pavement Markings to be Removed ☐ Pictures Showing the Pavement Markings to be Removed

Equipment Manufacture: _____
Equipment Model: _____
Operating Parameters: _____

Explain how you will achieve complete removal of conflicting existing pavement markings:

Explain how you will minimize damage to the pavement:

CONTRACTOR SIGNATURE

_____ / _____
Print Name / Date

COUNTY SIGNATURE APPROVAL

_____ / _____
Print Name / Date



International Society of Arboriculture

ISA Certified Arborist ®

Hereby Announces That

Jonathan Adam Lee

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

22 December 2015	30 June 2028	FL-6805A
Issue Date	Expiration Date	Certification Number

ANAB
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist



International Society of Arboriculture

HILLSBOROUGH COUNTY
SMALL BUSINESS ENCOURAGEMENT PROGRAM

SUBCONTRACTOR LETTER OF INTENT

****This form must be used for all Letters of Intent provided to the County for small business utilization****

A Letter of Intent is required for a registered Small Business Enterprise (SBE) listed by a Bidder/Proposer on a County Bid/Proposal as a proposed Hillsborough County Small Business Encouragement Program subcontractor outlining key terms and understandings between the two parties regarding a potential future agreement. This Letter of Intent **must** be signed by authorized representatives of the Bidder/Proposer **and** the listed registered small business enterprise.

Bid/Proposal Number: IFB-25-00314 Bid/Proposal Title: Roadway Resurfacing and Repair Contract

Bidder/Proposer:
Company Name: Ajax Paving Industries of Florida, LLC
Authorized Representative: Christie Alvaro, Vice President of Estimating
Telephone: 941-486-3600 Email: flestimate@ajaxpaving.com
Address: One Ajax Drive
City: North Venice State: Florida Zip Code: 34275

Registered SBE Firm: Registering Agency:
Company Name: SunBelt Sod & Grading Company
Authorized Representative: Lesley Silva
Telephone: 813-641-9855 Email: lesley@sunbeltsod.com
Address: 819 - 9th St. N.E.
City: Ruskin State: Florida Zip Code: 33570

List the scope of work/work item number to be performed by the Registered SBE firm and estimated dollar amount of each item. If the solicitation is a "Work Order/Term Contract", the "Estimated Dollar Amount" may be left blank:

Scope of Work / Work Item Number	Estimated Dollar Amount[1]
Performance Turf	$27,360.00

[1]If the solicitation is a Work Order/Term Contract, Professional Services or CCNA, the "Estimated Dollar Amount" may be left blank.

By signing this form, we (Bidder/Proposer & Registered SBE Firm), acknowledge that all the foregoing information is true and correct to the best of our knowledge.

Bidder/Proposer: _____ January 5, 2025 ~~2025~~ 2026
Authorized Representative - Signature Date

Registered SBE Firm: Lesley Silva Digitally signed by Lesley Silva Date: 2026.01.08 11:45:16 -05'00' January 8, 2026
Authorized Representative - Signature Date

(10/2025)

HILLSBOROUGH COUNTY
SMALL BUSINESS ENCOURAGEMENT PROGRAM

SUBCONTRACTOR LETTER OF INTENT

****This form must be used for all Letters of Intent provided to the County for small business utilization****

A Letter of Intent is required for a registered Small Business Enterprise (SBE) listed by a Bidder/Proposer on a County Bid/Proposal as a proposed Hillsborough County Small Business Encouragement Program subcontractor outlining key terms and understandings between the two parties regarding a potential future agreement. This Letter of Intent **must** be signed by authorized representatives of the Bidder/Proposer **and** the listed registered small business enterprise.

Bid/Proposal Number: IFB-25-00314 Bid/Proposal Title: Roadway Resurfacing and Repair Contact

Bidder/Proposer:
Company Name: Ajax Paving Industries of Florida, LLC
Authorized Representative: Kara Coggins/Jessica Canon
Telephone: 941-486-3600 Email: flestimate@ajaxpaving.com
Address: One Ajax Drive
City: North Venice State: Florida Zip Code: 34275

Registered SBE Firm: Registering Agency: MPG & Compnay
Company Name: MPG & Company
Authorized Representative: Rachel Kennedy
Telephone: 727-518-1761 Email: rkennedy@mpgusfl.com
Address: 8949 131st Place North
City: Largo State: Florida Zip Code: 33773

List the scope of work/work item number to be performed by the Registered SBE firm and estimated dollar amount of each item. **If the solicitation is a "Work Order/Term Contract", the "Estimated Dollar Amount" may be left blank:**

Scope of Work / Work Item Number	Estimated Dollar Amount[1]
Signalization	$149,673.00

[1]If the solicitation is a Work Order/Term Contract, Professional Services or CCNA, the "Estimated Dollar Amount" may be left blank.

By signing this form, we (Bidder/Proposer & Registered SBE Firm), acknowledge that all the foregoing information is true and correct to the best of our knowledge.

Bidder/Proposer: _____ January 5, ~~2025~~ 2026
Authorized Representative - Signature Date

Registered SBE Firm: Rachel Kennedy 01/07/2026
Authorized Representative - Signature Date

(10/2025)

HILLSBOROUGH COUNTY
SMALL BUSINESS ENCOURAGEMENT PROGRAM

SUBCONTRACTOR LETTER OF INTENT

****This form must be used for all Letters of Intent provided to the County for small business utilization****

A Letter of Intent is required for a registered Small Business Enterprise (SBE) listed by a Bidder/Proposer on a County Bid/Proposal as a proposed Hillsborough County Small Business Encouragement Program subcontractor outlining key terms and understandings between the two parties regarding a potential future agreement. This Letter of Intent **must** be signed by authorized representatives of the Bidder/Proposer **and** the listed registered small business enterprise.

Bid/Proposal Number: IFB-25-00314 Bid/Proposal Title: Roadway Resurfacing and Repair Contact

Bidder/Proposer:
Company Name: Ajax Paving Industries of Florida, LLC
Authorized Representative: Kara Coggins/Jessica Canon
Telephone: 941-486-3600 Email: flestimate@ajaxpaving.com
Address: One Ajax Drive
City: North Venice State: Florida Zip Code: 34275

Registered SBE Firm: Registering Agency: Pavemaster Asphalt Paving, LLC
Company Name: Pavemaster Asphalt Paving, LLC
Authorized Representative: Dawn Stevens
Telephone: 813-671-7300, Ext. 104 Email: dawn@pavemasterfl.com
Address: 6115 Hartford Street
City: Tampa State: Florida Zip Code: 33619

List the scope of work/work item number to be performed by the Registered SBE firm and estimated dollar amount of each item. If the solicitation is a "Work Order/Term Contract", the "Estimated Dollar Amount" may be left blank:

Scope of Work / Work Item Number	Estimated Dollar Amount[1]
Asphalt Paving(Part), Crack Seal	57,886.00

[1]If the solicitation is a Work Order/Term Contract, Professional Services or CCNA, the "Estimated Dollar Amount" may be left blank.

By signing this form, we (Bidder/Proposer & Registered SBE Firm), acknowledge that all the foregoing information is true and correct to the best of our knowledge.

Bidder/Proposer: _____ January 5, ~~2025~~ 2026
Authorized Representative - Signature Date

Registered SBE Firm: Dawn Stevens January 8, 2026
Authorized Representative - Signature Date

(10/2025)

HILLSBOROUGH COUNTY
SMALL BUSINESS ENCOURAGEMENT PROGRAM

SUBCONTRACTOR LETTER OF INTENT

****This form must be used for all Letters of Intent provided to the County for small business utilization****

A Letter of Intent is required for a registered Small Business Enterprise (SBE) listed by a Bidder/Proposer on a County Bid/Proposal as a proposed Hillsborough County Small Business Encouragement Program subcontractor outlining key terms and understandings between the two parties regarding a potential future agreement. This Letter of Intent **must** be signed by authorized representatives of the Bidder/Proposer **and** the listed registered small business enterprise.

Bid/Proposal Number: IFB-25-00314 Bid/Proposal Title: Roadway Resurfacing and Repair Contract

Bidder/Proposer:

Company Name: AJax Paving Industries of Florida, LLC

Authorized Representative: Kara Coggins/Jessica Canon

Telephone: 941-486-3600 Email: flestimate@ajaxpaving.com

Address: One Ajax Drive

City: North Venice State: Florida Zip Code: 34275

Registered SBE Firm: Registering Agency:

Company Name: Central Florida Contractors, Inc

Authorized Representative: George Gomes

Telephone: 727-596-0708 Email: sidewalks@aol.com

Address: 13345 Pine Bark Ct.

City: Largo State: Florida Zip Code: 33774

List the scope of work/work item number to be performed by the Registered SBE firm and estimated dollar amount of each item. If the solicitation is a "Work Order/Term Contract", the "Estimated Dollar Amount" may be left blank:

Scope of Work / Work Item Number	Estimated Dollar Amount[1]
Concrete	$878,900.00

[1]If the solicitation is a Work Order/Term Contract, Professional Services or CCNA, the "Estimated Dollar Amount" may be left blank.

By signing this form, we (Bidder/Proposer & Registered SBE Firm), acknowledge that all the foregoing information is true and correct to the best of our knowledge.

Bidder/Proposer: _____ 1-5-2026
Authorized Representative - Signature Date

Registered SBE Firm: _____ 1/7/25
Authorized Representative - Signature Date

(10/2025)

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 21,2025

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE, FLORIDA 34275-3624

REVISED
RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Guy Hurley, LLC
989 E. South Boulevard
Suite 200
Rochester Hills MI 48307

CONTACT NAME: Alan Nava
PHONE (A/C, No, Ext): (248)519-1306 **FAX (A/C, No):** (248)519-1401
E-MAIL ADDRESS: anava@ghbh.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Contractors Insurance Co	A	12300
INSURER B: ACIG Insurance Company	A	19984
INSURER C: Continental Insurance Company	A	35289
INSURER D: Travelers Excess+Surplus Lines Co.	A++XV	29696
INSURER E: Indian Harbor Insurance Company	A+ XV	36940
INSURER F:		

INSURED
Ajax Paving Industries of Florida, LLC
One Ajax Drive
North Venice FL 34275

COVERAGES **CERTIFICATE NUMBER:** 25-26 Kara w/ Pollution **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL25A00094	6/1/2025	6/1/2026	EACH OCCURRENCE	$ 10,000,000
A	CLAIMS-MADE X OCCUR			GL25B00094 (GL Excess)	6/1/2025	6/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X XCU Coverage Included						MED EXP (Any one person)	$ 5,000
A	X Contractual Liability			GL25C00094 (GL Excess)	6/1/2025	6/1/2026	PERSONAL & ADV INJURY	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS			AL25000039	6/1/2025	6/1/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
C	X EXCESS LIAB / CLAIMS-MADE			CUE7039655619	6/1/2025	6/1/2026	AGGREGATE	$ 10,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N/A		WCA000030725	6/1/2025	6/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional/Pollution Liab			CEO7421287	6/1/2025	6/1/2026	Occurrence/Aggregate	$5,000,000
D	Inland Marine			QT 630- 4W330426-TXS-25	6/1/2025	6/1/2026	Leased/Rented	$550,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R McGregor/ALNAVA

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Guy Hurley, LLC
989 E. South Boulevard
Suite 200
Rochester Hills MI 48307

CONTACT NAME: Alan Nava
PHONE (A/C, No, Ext): (248)519-1306 **FAX (A/C, No):** (248)519-1401
E-MAIL ADDRESS: anava@ghbh.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Contractors Insurance Co	A	12300
INSURER B: ACIG Insurance Company	A	19984
INSURER C: Continental Insurance Co	A	35289
INSURER D: Travelers Excess&Surplus LinesCo.A++XV		29696
INSURER E:		
INSURER F:		

INSURED
Ajax Paving Industries of Florida LLC
One Ajax Drive
North Venice FL 34275

COVERAGES **CERTIFICATE NUMBER:** 25-26 Kara **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			GL25A00094	6/1/2025	6/1/2026	EACH OCCURRENCE	$	10,000,000
A	CLAIMS-MADE X OCCUR			GL25B00094(GL Excess)	6/1/2025	6/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
	X XCU Coverage Included	X					MED EXP (Any one person)	$	5,000
A	X Contractual Liability			GL25C00094 (GL Excess)	6/1/2025	6/1/2026	PERSONAL & ADV INJURY	$	10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	10,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS	X		AL25000039	6/1/2025	6/1/2026	BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	10,000,000
C	X EXCESS LIAB / CLAIMS-MADE			CUE7039655619	6/1/2025	6/1/2026	AGGREGATE	$	10,000,000
	DED RETENTION $	X						$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WCA000030725	6/1/2025	6/1/2026	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Inland Marine			QT 630- 4W330426-TXS-25	6/1/2025	6/1/2026	Leased/Rented		$550,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project#IFB-25-00314, Project Name: Roadway Resurfacing and Repair Contract. Hillsborough County, a political subdivision of the State of Florida is an Additional insured for General Liability, Automobile Liability and Umbrella Liability on a primary and non-contributory basis when required by written contract. 30 Day Notice of Cancellation (Except Non-Payment of Premium) when required by written contract.

CERTIFICATE HOLDER

Hillsborough County - BOCC
Attn: Risk Management Division
601 E. Kennedy Blvd, 17th FL
Tampa, FL 33602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R McGregor/ALNAVA

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BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, Ajax Paving Industries of Florida LLC (hereinafter called the Principal) and Liberty Mutual Insurance Company (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of Massachusetts with its principal offices in the City of Boston and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners, Hillsborough County, Florida, in the full and just sum of **FIVE PERCENT (5%) OF THE FULL AMOUNT OF THE BID** in good and lawful money of the United States of America, to be paid upon demand of Hillsborough County and to which payment, will and truly to be made, we bind our selves, heirs, executors, administrators, successors, and assignees, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted a Proposal to Hillsborough County for the purpose of **Roadway Resurfacing and Repair Contract** for Hillsborough County and designated as Invitation to Bid No. **IFB-25-00314**; and

WHEREAS, the Principal desires to file this Bid Bond in accordance with law, in lieu of an acceptable check otherwise required to accompany the Proposal;

NOW THEREFORE, the conditions of this Bid Bond are such that if the Proposal is accepted by Hillsborough County and if the Principal, within ten (10) days after written Notice of Award, (a) executes a written contract in the form and manner required by Hillsborough County, in accordance with the Proposal, and upon the terms, conditions and price(s) set forth therein and (b) executes any Performance Bond and/or Payment Bond required by the Proposal; valued in the amount(s) specified therein; and in a form and with sureties satisfactory to Hillsborough County, or furnishes and alternate form of security acceptable to Hillsborough County and (c) submits certificates of insurance in the manner specified in the Contract Documents, with companies acceptable to Hillsborough County, and in such amounts as required by the Contract Documents; then this Bid Bond is void. Otherwise, this Bid Bond remains in full force and effect and the Surety shall immediately pay to Hillsborough County, upon demand, the amount secured by this Bid Bond in good and lawful money of the United States of America, upon failure of the Principal to comply with any and all of the foregoing requirements within the time specified above.

THIS BOND DATED THIS 5th DAY OF December, 2025.

ATTEST:

Bobbi A Forman
Witness

Witness

PRINCIPAL: Ajax Paving Industries of Florida LLC

BY: Christie Alvaro (SEAL)
Authorized Signature (Principal)

Christie Alvaro
Printed Name

Vice President of Estimating
Title of Person Signing Above

-OR-

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

_____
Printed Name

One Ajax Drive, North Venice, FL 34275
Business Address

(941) 486-3600
Business Telephone

Witness

Witness

STATE OF Florida)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 17th day of December, 2025, by Christie Alvaro as
(Name of person)
Vice President of Estimating for Ajax Paving Industries of Florida, LLC
(ie. Officer, attorney in fact) (Name of party on behalf of whom instrument was executed.)

KARA COGGINS
Notary Public - State of Florida
Commission # HH 636240
My Comm. Expires Apr 6, 2029
Bonded through National Notary Assn.

Kara Coggins
(Signature of Notary Public)

(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced N/A - Personally Known

ATTEST:

SURETY: Liberty Mutual Insurance Company
(Printed Name)
175 Berkeley Street
Mailing Address
Boston, MA 02116

Witness

BY: _____ (SEAL)
Authorized Signature(s)
(Surety or Sureties)

Witness

Printed Name

Title

-OR-

Witness Jessica Nightenhelser

BY: _____ (SEAL)
As Attorney in Fact (Attach Power

Witness Paige Chapman

Holly Nichols
Printed Name
W564989
Agent's License No.
Guy Hurley, LLC
Agency Name
989 E. South Boulevard, Suite 200
Agency Mailing Address
Rochester Hills, MI 48307
(248) 519-1400
Agency Telephone No.
(248) 519-1401
Agency Fax No.

COUNTERSIGNED (if applicable):

Signed

( )
Agent's License No. Phone

STATE OF Michigan)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 5th day of December, 2025, by Holly Nichols as
(Name of person)
Attorney-in-Fact for Liberty Mutual Insurance Company.
(ie. Officer, attorney in fact) *(Name of party on behalf of whom instrument was executed.)*

(Signature of Notary Public)
Jill E. Moore
(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced Personally Known

JILL E MOORE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 25, 2027
Acting in the County of Oakland

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213450-013068**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicholas Ashburn; Robert D. Heuer; Paul H. Hurley; Michael D. Lechner; Mark Madden; Richard McGregor; Holly Nichols; Jason Rogers

all of the city of Rochester state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 05,2025

MCSHEA CONTRACTING, LLC
508 OWEN AVE. NORTH
LEHIGH ACRES, FLORIDA 33971

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

HILLSBOROUGH COUNTY
ALLOWANCE AUTHORIZATION RELEASE (AAR)

AAR NO. _____

CONTRACT: _____

_____ CPA NO. _____ C.I.P NO. _____

CONTRACTOR: _____ BID NO. _____

The Contractor is hereby authorized and directed to make the following changes to the above contract, in accordance with all applicable requirements. The Contractor waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all cost associated with the AAR herein addressed.

DESCRIPTION OF ALLOWANCE WORK TO BE PERFORMED	**COST IMPACT**	**DAYS**

	AMOUNT	**DAYS**
ALLOWANCE WORK INCLUDED IN CONTRACT:	$_____	_____
TOTAL OF ALL PREVIOUS AAR'S:	$_____	_____
BALANCE OF ALLOWANCE WORK AVAILABLE:	$_____	_____
TOTAL ALLOWANCE WORK - THIS AAR:	$_____	_____
REMAINING ALLOWANCE WORK BALANCE:	$_____	_____

CONTRACTOR: _____

_____ BY: _____(SEAL)
WITNESS

_____ _____
WITNESS Printed Name & Title

_____
Date

APPROVAL	DATE
PROCUREMENT SVCS.:	_____
LEGAL:	_____

COUNTY: HILLSBOROUGH COUNTY, FLORIDA

BY: _____
Director, _____ Department

_____
Date

cc: Christine Beck, CAO
BOCC Accounting
Fiscal & Administrative Support Section
Procurement Services Department
File

HILLSBOROUGH COUNTY
APPLICATION FOR PAYMENT

(SECTION I)

PAGE ONE OF _____ PAGE(S)

PROJECT: _____

APPLICATION NO.: _____

_____

APPLICATION DATE: _____

CIP NO.: _____ BID NO.: _____

FOR PERIOD FROM: _____
TO: _____

CONTRACTOR: _____
_____
_____

CHANGE ORDER SUMMARY

1	2	3		4	
NO.	DATE APPROVED BY COUNTY	ADDITIVE		DEDUCTIVE	
	TOTALS				

CONTRACT STATUS

ORIGINAL CONTRACT SUM	$_____
NET CHANGE BY CHANGE ORDERS (COLUMN 3 MINUS COLUMN 4)	$_____
CONTRACT SUM TO DATE	$_____
VALUE OF WORK IN PLACE	$_____
VALUE OF STORED MATERIALS	$_____
TOTAL EARNED	$_____
RETAINAGE AT _____%	$_____
TOTAL EARNED LESS RETAINAGE	$_____
LESS PREVIOUS PAYMENTS	$_____
LESS _____	$_____
CURRENT PAYMENT DUE	$_____

(SECTION II) CERTIFICATION BY CONTRACTOR

The undersigned Contractor certifies:

1) All amounts and items shown on this application are correct.
2) Any work performed or materials supplied have been done in accordance with the contract documents.
3) That the contractor has clear title to any materials or equipment for which the contractor is requesting payment as stored materials.
4) All amounts paid by the County to the Contractor in previous progress payments have been applied by the Contractor and its subcontractors to promptly pay, in proportionate amounts, all subcontractors, suppliers, and others who have contributed work or materials listed in the Schedule of Values of the previous Payment Applications, except as indicated on Attachment 1, which is incorporated herein, consisting of _____ page(s).
5) The Contractor will apply any sums paid by the County from this Application for Payment to subcontractors, material, suppliers, and others who have contributed work or materials included in the line items referenced in the attached Schedule of Values (less retainage, if applicable) except as indicated on Attachment 2, which is incorporated herein, consisting of ____ page(s).

CONTRACTOR: _____

BY: _____

_____ _____

(Title) (Date)

ATTEST:

State of _____
County of _____

Sworn to (or affirmed) and subscribed before me, by means of_ ___ ____physical presence or ____online notarization, this ____ day of _____, 20___, by _____.

Notary Public: _____
My Commission Expires:
SEAL)

Personally Known OR Produced Identification
Type of Identification Produced _____

(SECTION III) CERTIFICATION BY HILLSBOROUGH COUNTY AND REPRESENTATIVES

Based on on-site observations and the data comprising this Application for Payment, the undersigned certifies that the Work has progressed to the point indicated herein and to the best of my knowledge, information and belief is in accordance with the Contract Documents and that the CONTRACTOR is entitled to payment of the amount certified herein.

Hillsborough County INSPECTOR: _____ **DATE** _____
Hillsborough County RESIDENT ENGINEER: _____ **DATE** _____
Hillsborough County PROJECT MANAGER: _____ **DATE** _____
Hillsborough County SECTION MANAGER*: _____ **DATE** _____
(*applicable if Project Manager is a temporary employee, consultant, or 50% of payment application; otherwise N/A)

COUNTY REPRESENTATIVE:

PROFESSIONAL CONSULTANT: _____
BY: _____ **DATE** _____

(See Instructions on Back)

HILLSBOROUGH COUNTY'S CONSTRUCTION APPLICATION FOR PAYMENT INSTRUCTION

The purpose of this form is to facilitate the summary information for Hillsborough County's Construction Application for Payment. This form will be completed by the Contractor each time payment is requested for a project. This Application for Payment will be accompanied by a Schedule of Values (which provides line-item detail information for the project), Attachment 1, and Attachment 2.

SECTION I: This section will be completed by the Contractor. The Contractor will provide the information as indicated on the form.

SECTION II: This section will be completed by the Contractor. In this section, the Contractor will provide certification about the information provided in Section I. The certification will be provided in accordance with the construction Contract Documents.

SECTION III: This section will be completed to provide approval by Hillsborough County staff and/or its representative(s). Under the approval section by Hillsborough County staff: signature/approval by a County Project Manager will always be provided. However, the signature for the Resident Engineer or the Inspector will only be provided if the County is responsible for these functions. When the County is not responsible for these functions, the approval will indicate "N/A".

Under the approval section by Hillsborough County's Representative: signature/approval will be provided by a Construction Manager when applicable. Additionally, signature/approval may also be provided by a Professional when applicable. When there is no Construction Manager or Professional responsible for such activities then the approval will indicate "N/A".

PROJECT: _____
CIP NO: _____ BID NO: _____

CONTRACTOR: _____
_____

ATTACHMENT 1

APPLICATION NO.: _____
APPLICATION DATE: _____

FOR PERIOD FROM: _____
TO: _____

Name of Entity	Relationship	Amount in Dispute	Application for Payment No. or corresponding line item reference to Schedule of Values	Explanation

-or-

This page [ ] is [ ] is not applicable.

_____
Contractor Signature

PROJECT: _____
CIP NO: _____ BID NO: _____

CONTRACTOR: _____
_____

ATTACHMENT 2

APPLICATION NO.: _____
APPLICATION DATE: _____

FOR PERIOD FROM: _____
TO: _____

Name of Entity	Relationship	Amount in Dispute	Corresponding line item reference to Schedule of Values	Explanation

-or-

This page [ ] is [ ] is not applicable.

_____
Contractor Signature

HILLSBOROUGH COUNTY, FLORIDA
APPLICATION FOR PAYMENT
SCHEDULE OF VALUES

PAGE OF PAGES

PROJECT NO. _____
PROJECT: _____
BID NO. _____
CONTRACTOR: _____

APPLICATION NO. _____
APPLICATION DATE: _____
FOR PERIOD FROM: _____
TO: _____

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item No.	Description Of Work	Unit Price	CONTRACT SUM TO DATE								WORK IN PLACE		STORED MATERIALS		
			CONTRACT		AAR APPLICATIONS			CHANGE ORDER APPLICATIONS							
			Quantity	Value	No.	Quantity	Value	No.	Quantity	Value	Quantity	Value	Quantity	Value	% Comp
PAGE TOTALS:															
CUMULATIVE TOTALS:															

HILLSBOROUGH COUNTY, FLORIDA
FLORIDA TRENCH SAFETY ACT
CERTIFICATION AND DISCLOSURE STATEMENT (MANDATORY)

The undersigned acknowledges the requirements of the Florida Trench Safety Act and hereby certifies that the undersigned is an authorized representative of the bidder and in that capacity commits the bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said bidder.

1. The bidder acknowledges the Florida Trench Safety Act and the requirements established herein.

2. The bidder further acknowledges that the aforementioned Act established the Federal excavation safety standards set forth at 29 CFR Part 1926.650, Subpart P as the interim State standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or reviews said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

3. The bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

4. The Contractor shall consider the geotechnical information available from the County, its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Contractor acknowledges that it is solely responsible for the selection of the data on which it relies in designing said safety system, as well as for the system itself.

5. The amount the bidder has set forth in the requirement titled "Florida Trench Safety Act" includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, cost and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the aforementioned Act. No adjustment to the Contract Time or Price shall be made for any difference in the number of linear feet of trench excavation, except as may otherwise be provided in these Contract Documents.

	Trench Safety Measure (Description)	Unit (QTY)	Unit of Measure (LF, SY)	Unit Cost	Extended Cost
A.	N/A	N/A	N/A	$ N/A	$ N/A
B.				$	$
C.				$	$
D.				$	$
				TOTAL	$ N/A

Total above must be identical to cost shown in the requirement titled "Florida Trench Safety Act". (Use additional blank sheets to further itemize if more room is required.)

6. This amount disclosed as the cost of compliance with the applicable trench safety requirement does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the County (except as may otherwise be provided), which are necessary to so comply.

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

Christie Alvaro
(Authorized Signature) Christie Alvaro, Vice President of Estimating

SEAL 2008 AJAX PAVING INDUSTRIES OF FLORIDA LLC

Ajax Paving Industries of Florida, LLC
(Typed name of firm, corporation, business or individual)

December 16, 2025
(Date)

CONSENT OF SURETY TO FINAL PAYMENT

WHEREAS, the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, hereinafter called the "OWNER", and _____, hereinafter call the "CONTRACTOR", entered into an Agreement on _____, 20_____, for the purpose of _____; and

WHEREAS, _____, hereinafter called the "SURETY", is bound to the OWNER through its Performance and Payment Bond dated _____ 20_____, and in the sum of $_____.

NOW, THEREFORE, the SURETY does hereby approve of the Final Payment by the OWNER to the CONTRACTOR and agrees that said Final Payment shall not relieve the SURETY of any obligations to the OWNER as set forth in the aforesaid Bond.

Given this _____day of _____, 20_____.

SURETY: _____

_____ BY: _____
Witness Authorized Signature

_____ BY: _____
Witness As Attorney in Fact

_____
Agency (attach Power of Attorney)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 20___, _____ by
(Name of person)

_____ for _____.
(ie. Officer, attorney in fact) (Name of party on behalf of whom instrument was executed.)

_____
(Signature of Notary Public)

_____
(Print, Type, or Stamp Name of Notary Public)

Personally Know OR Produced Identification

Type of Identification Produced _____

SUBCONTRACTOR'S STATEMENT OF SATISFACTION
(Attachment to General Contractor's Application for Payment No.__)

Note: The General Contractor shall attach this statement to each Application for Payment beginning with the second Application for Payment. This statement is applicable to each subcontractor whose work appeared on the prior Application for Payment for which the General Contractor has been paid.

KNOW ALL MEN BY THESE PRESENTS, That,
(Name)_____
representing_____
whose address is_____
with the title of_____, who after being first duly sworn, upon oath, deposes and says that pursuant to the provisions of the contract for:

Project No.
Project Name:
General Contractor:

that all monies due him/her from the General Contractor's Application for Payment No. _____ (Period of work: _____ to _____) have been paid to him/her.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____,
(Name of person making statement)

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification

Type of Identification Produced _____

CONSENT OF SURETY TO CHANGE ORDER

CONTRACT TITLE:_____

CONTRACTOR (PRINCIPAL):_____

SURETY:_____

AGENT:_____

The SURETY does hereby acknowledge and agree to Change Order No. _____ to the above referenced contract with Hillsborough County, _____ the contract amount
(increasing/decreasing)
by $_____, and/or extending the completion date by _____ (_____) calendar days. The SURETY further acknowledges that the performance bond and/or payment bond furnished under the aforementioned contract is accordingly changed to reflect the change in contract amount, and/or time included in Change Order No. _____.

This Consent is dated this _____ day of _____, 20____.

SURETY:_____

BY:_____(SEAL)
Authorized Signature

-OR-

BY:_____(SEAL)
As Attorney in Fact
(Attach Power of Attorney)

_____
Printed Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization this ___ day of _____, 20___, _____ by
(Name of person)
_____ for _____.
(ie. Officer, attorney in fact) (Name of party on behalf of whom instrument was executed.)

_____
(Signature of Notary Public)

_____
(Print, Type, or Stamp Name of Notary Public)

Personally Know OR Produced Identification

Type of Identification Produced _____

Summary

Question Set	Questions	% Complete	Progress	Error?
1	20	100.00%		Complete: no errors
Total	**20**	**100.00%**		

BOND NO. 014264844

PERFORMANCE BOND

Contractor Name Ajax Paving Industries of Florida LLC

Contractor Principal Business Address One Ajax Drive
North Venice, FL 34275

Contractor Telephone No. (941) 486-3600

Surety Name Liberty Mutual Insurance Company

Surety Principal Business Address 175 Berkeley Street
Boston, MA 02116

Surety Telephone No (617) 357-9500

Owner of Property Being Improved:
Hillsborough County Board of County Commissioners
Attn: Procurement Services Department
P.O. Box 1110
Tampa, FL 33601
Telephone No. (813) 272 - 5790

Contracting Public Entity (if different from Owner) (N/A)

Contract Number Assigned by Public Entity (BOCC No.)

(Bid No.) **IFB-25-00314**

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

[ ] See Attachment ("Legal Description")

It is anticipated that the work performed under this Contract will include, but is not limited to, the following types of work: Milling and resurfacing roads throughout the County using Superpave Asphaltic Concrete Structural, Friction courses, and/or Full Depth Reclamation; Modification of curbs to facilitate construction; Repair, replace, and/or retrofit curb ramps to meet Americans with Disabilities Act (ADA) compliance requirements; Removal and replacement of speed humps; Removal of turf and grade work when required; Incidental repair of irrigation sprinkler systems; Utility coordination incidental to construction; Incidental coordination with municipalities in the County according to current inter-local agreements; Incidental work and coordination of temporary construction traffic control within railroad rights-of-way; Restoration and cleanup of construction sites; Incidental street and driveway sweeping; Remove overgrown grass and debris along edge of pavement and on adjacent shoulder; Regrading; Sodding; Earthwork; Pavement Markings; Signage. The work to be provided shall be on an as needed basis at various locations throughout the County.

BOND NO. 014264844

PERFORMANCE BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That Ajax Paving Industries of Florida LLC, as Principal, and Liberty Mutual Insurance Company, as Surety, located at 175 Berkeley Street, Boston, MA 02116
(Business Address)

are held and firmly bound unto the Board of County Commissioners, Hillsborough County, Florida, as Obligee in the sum of $ 21,482,139.40 for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, Principal has entered into a contract dated the _____ day of _____, 20___, with Obligee for **IFB-25-00314 Roadway Resurfacing and Repair Contract** in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

III. THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract at the times and in the manner prescribed in the contract, and

2. Pays Obligee any and all losses, damages, including delay damages, costs and attorneys fees that Obligee sustains because of any default by Principal under the contract, and

3. Performs the guarantee of all work and materials furnished under the contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its Performance Bond regardless of the number of suits that may be filed by Obligee.

THIS BOND DATED THIS ___ day of _____, 20___ .

ATTEST:

_____
Witness

_____
Witness

PRINCIPAL: Ajax Paving Industries of Florida LLC

BY: _____ (SEAL)
Authorized Signature (Principal)

_____
Printed Name

_____
Title of Person Signing Above

-OR-

_____
Witness

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

_____
Witness

_____
Printed Name

One Ajax Drive, North Venice, FL 34275
Business Address

(941) 486-3600
Business Telephone

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this _____ day of _____, 20___, by _____ as
(Name of person)

_____ for _____
(ie. Officer, attorney in fact) *(Name of party on behalf of whom instrument was executed.)*

KARA COGGINS
Notary Public - State of Florida
Commission # HH 636240
My Comm. Expires Apr 6, 2029
Bonded through National Notary Assn.

_____
(Signature of Notary Public)

_____
(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced _____

ATTEST:

SURETY: Liberty Mutual Insurance Company
(Printed Name)
175 Berkeley Street, Boston, MA 02116
Business Address

Witness

BY: _____ (SEAL)
Authorized Signature

Witness

Printed Name

-OR-

Witness Jessica Nightenhelser

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

Witness Cathy Menser

Holly Nichols
Printed Name

W564989
Agent's License No.

COUNTERSIGNED (if applicable):

Guy Hurley, LLC
Agency Name

Signed

989 E. South Boulevard, Suite 200, Rochester Hills, MI 48307
Agency Mailing Address

( ) _____
Agent's License No. Phone

(248) 519-1400
Agency Telephone No.

(248) 519-1401
Agency Fax No.

STATE OF Michigan)

COUNTY OF Oakland)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of January, 2026, by Holly Nichols as
(Name of person)

Attorney-in-Fact for Liberty Mutual Insurance Company
(ie. Officer, attorney in fact) *(Name of party on behalf of whom instrument was executed.)*

(Signature of Notary Public)

Jill E. Moore
(Print, Type, or Stamp Name of Notary

Personally Known OR Produced Identification
Public)

Type of Identification Produced Personally Known

JILL E MOORE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 25, 2027
Acting in the County of Oakland

BOND NO. 014264844

PAYMENT BOND

Contractor Name Ajax Paving Industries of Florida LLC

Contractor Principal Business Address One Ajax Drive
North Venice, FL 34275

Contractor Telephone No. (941) 486-3600

Surety Name Liberty Mutual Insurance Company

Surety Principal Business Address 175 Berkeley Street
Boston, MA 02116

Surety Telephone No. (617) 357-9500

Owner of Property Being Improved:
Hillsborough County Board of County Commissioners
Attn: Procurement Services Department
P.O. Box 1110
Tampa, FL 33601
Telephone No. (813) 272 – 5790

Contracting Public Entity (if different from Owner) (N/A)
Contract Number Assigned by Public Entity (BOCC No.)
(Bid No.) **IFB-25-00314**

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

[ ] See Attachment ("Legal Description")

It is anticipated that the work performed under this Contract will include, but is not limited to, the following types of work: Milling and resurfacing roads throughout the County using Superpave Asphaltic Concrete Structural, Friction courses, and/or Full Depth Reclamation; Modification of curbs to facilitate construction; Repair, replace, and/or retrofit curb ramps to meet Americans with Disabilities Act (ADA) compliance requirements; Removal and replacement of speed humps; Removal of turf and grade work when required; Incidental repair of irrigation sprinkler systems; Utility coordination incidental to the construction; Incidental coordination with municipalities in the County according to current inter-local agreements; Incidental work and coordination of temporary construction traffic control within railroad rights-of-way; Restoration and cleanup of construction sites; Incidental street and driveway sweeping; Remove overgrown grass and debris along edge of pavement and on adjacent shoulder; Regrading; Sodding; Earthwork; Pavement Markings; Signage. The work to be provided shall be on an as needed basis at various locations throughout the County.

BOND NO. 014264844

PAYMENT BOND

I. BY THIS BOND, We, Ajax Paving Industries of Florida LLC

(hereinafter called the "Principal") and Liberty Mutual Insurance Company
(Name of Surety)
(hereinafter called the "Surety",

located at 175 Berkeley Street, Boston, MA 02116
(Business Address)

a surety insurer chartered and existing under the laws of the State of Massachusetts and authorized to do business in the State of Florida, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA (hereinafter called the "Owner") in the sum of ($ 21,482,139.40) for payment of which we bind ourselves, our heirs, our personal representatives, our successors, and our assignees jointly and severally.

II. WHEREAS, the Principal and Owner have reached a mutual agreement (hereinafter referred to as the "Contract") as of _____(the bid award date for projects subject thereto) for the purpose of **IFB-25-00314 Roadway Resurfacing and Repair Contract** said Contract being made a part of this Bond by this reference.

III. A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Owner for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Owner sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

THIS BOND DATED THIS _____ day of _____, 20___.

ATTEST:

_____
Witness

_____
Witness

PRINCIPAL: Ajax Paving Industries of Florida LLC
Printed Name

BY: _____ (SEAL)
Authorized Signature (Principal)

Christie Avard
Printed Name

Vice President Estimating
Title of Person Signing Above

-OR-

_____
Witness

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

_____
Witness

_____
Printed Name

One Ajax Drive, North Venice, FL 34275
Business Address

(941) 486-3600
Business Telephone

STATE OF Florida)

COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 27th day of January, 2026, by Christie Avard as
(Name of person)
Vice President Estimating for Ajax Paving Industries of Florida, LLC
(ie. Officer, attorney in fact) *(Name of party on behalf of whom instrument was executed.)*

KARA COGGINS
Notary Public - State of Florida
Commission # HH 636240
My Comm. Expires Apr 6, 2029
Bonded through National Notary Assn.

Kara Coggins
(Signature of Notary Public)

_____
(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced N/A

ATTEST

SURETY: Liberty Mutual Insurance Company
Printed Name

175 Berkeley Street, Boston, MA 02116
Business Address

BY: _____ (SEAL)
Authorized Signature

Witness

Witness

Printed Name

-OR-

Witness Jessica Nightenhelser

Witness Cathy Menser

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

Holly Nichols
Printed Name

W564989
Agent's License No.

COUNTERSIGNED (if applicable)

Guy Hurley, LLC
Agency Name

Signed

989 E. South Boulevard, Suite 200, Rochester Hills, MI 48307
Agency Mailing Address

( ) _____
Agent's License No. Phone

(248) 519-1400
Agency Telephone Number

(248) 519-1401
Agency Fax No.

STATE OF Michigan)

COUNTY OF Oakland)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online

notarization this 28th day of January, 20 26, by Holly Nichols as
(Name of person)

Attorney-in-Fact for Liberty Mutual Insurance Company
(ie. Officer, attorney in fact) *(Name of party on behalf of whom instrument was executed.)*

(Signature of Notary Public)

Jill E. Moore
(Print, Type, or Stamp Name of Notary

Personally Known OR Produced Identification
Public)

JILL E MOORE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 25, 2027
Acting in the County of Oakland

Type of Identification Produced Personally Known

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213450-013068**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicholas Ashburn; Robert D. Heuer; Paul H. Hurley; Michael D. Lechner; Mark Madden; Richard McGregor; Holly Nichols; Jason Rogers

all of the city of Rochester state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

HILLSBOROUGH COUNTY
SMALL BUSINESS ENCOURAGEMENT PROGRAM

SUBCONTRACTORS/MATERIAL SUPPLIERS LIST – CONSTRUCTION CONTRACTS (SBE-1 FORM)

BID NO.: IFB-25-00314 **BIDDER NAME:** Ajax Paving Industries of Florida, LLC

List all **registered** Small Business Enterprise (SBE) subcontractors/material suppliers[1] to be utilized on this project. Include business name, scope of work/work item number to be performed, and estimated dollar amount of each item. If the solicitation is a "Work Order/Term Contract", the "Estimated Dollar Amount" may be left blank. All SBEs that are listed as "registered" **must** either be registered with Hillsborough County or have reciprocal registration as specifically set forth in the County's solicitation document.

A Bidders failure to complete the requirements of this page may result in their entire Bid being rejected.

Registered SBE Subcontractors/Material Suppliers	Scope of Work / Work Item Number	Estimated Dollar Amount
Central Florida Contractors, Inc.	Concrete	$878,900.00
MPG & Company, Inc.	Signalization	$149,673.00
Pavemaster Asphalt Paving, LLC	Asphalt Paving (part), Crack Seal	$57,886.00
Sunbelt Sod & Grading Company	Performance Turf	$27,360.00

[1]**Material Suppliers:** Registered SBE firms that furnish supplies for Construction projects, but do not manufacture the supplies, will be partially credited at fifty percent (50%) towards the project's SBE participation goal.

List all other subcontracted scope of work or work item numbers to be performed by **non-registered** SBE subcontractors/material suppliers on this project and estimated dollar amount of each item:

Non-SBE Subcontractors/Material Suppliers	Scope of Work / Work Item Number	Estimated Dollar Amount
McShea Contracting, LLC	Pavement Markings	$1,083,308.00
Rolhard, Inc.	Detectable Warnings	$77,000.00
Ranger Construction	Reclamation	$6,000,000.00
Patterned / Textured Pavement	Paveway Systems, Inc.	$50,000.00

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Central Florida Contractors Inc**
OWNER	**George Gomes**
ADDRESS	**13345 Pine Bark Ct** **Largo, FL 33774 [map]**
PHONE	**727-596-0708**
EMAIL	**sidewalks@aol.com**
WEBSITE	**https://centralfloridacontractorsinc.com/**
ETHNICITY	**Hispanic American**
GENDER	**Male**
COUNTY	**Pinellas (FL)**

Certification Information

CERTIFYING AGENCY	**Hillsborough County Board of County Commissioners**
CERTIFICATION TYPE	**SBE - Small Business Enterprise**
EXPIRATION DATE	**6/29/2026**
CERTIFIED BUSINESS DESCRIPTION	**Curbs and Sidewalks**

Commodity Codes

Code	Description
NIGP 91319	Construction, Curb and Gutter, Including Maintenance, Repair, and Removal Services
NIGP 91347	Construction, Sidewalk and Driveway, Including Pedestrian and Handicap Ramps
NIGP 91382	Maintenance and Repair, Sidewalk and Driveway, Including Removal

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Business & Contact Information

BUSINESS NAME	**M.P.G. & Company, Inc.**
OWNER	**Rachel Kennedy**
ADDRESS	**8949 131ST PLACE NORTH** **8949 131st Place North** **LARGO, FL 33773 [map]**
PHONE	**727-518-1761**
FAX	**727-518-1751**
EMAIL	**rkennedy@mpgusfl.com**
ETHNICITY	**Caucasian**
GENDER	**Female**
COUNTY	**Pinellas (FL)**

Certification Information

CERTIFYING AGENCY	**Hillsborough County Board of County Commissioners**
CERTIFICATION TYPE	**SBE - Small Business Enterprise**
EXPIRATION DATE	**6/12/2026**
CERTIFIED BUSINESS DESCRIPTION	**Installation of Traffic Signals**

Commodity Codes

Code	Description
NIGP 96882	Traffic Signal Installation

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Business & Contact Information

BUSINESS NAME	**Pavemaster Asphalt Paving LLC**
OWNER	**Dawn Stevens**
ADDRESS	**6115 Hartford St** **Tampa, FL 33619 [map]**
PHONE	**813-671-7300 Ext. 104**
FAX	**813-671-7311**
EMAIL	**Dawn@pavemasterfl.com**
WEBSITE	**http://www.pavemasterasphaltpaving.com**
ETHNICITY	**Caucasian**
GENDER	**Female**
COUNTY	**Hillsborough (FL)**

Certification Information

CERTIFYING AGENCY	**Hillsborough County Board of County Commissioners**
CERTIFICATION TYPE	**SBE - Small Business Enterprise**
EXPIRATION DATE	**4/19/2026**
CERTIFIED BUSINESS DESCRIPTION	**Asphalt paving, sealcoating, striping, dirt grading, base installation, concrete sidewalks and curbs**

Commodity Codes

Code	Description
NIGP 91371	Maintenance and Repair, Highway and Roads, Including Removal of Asphalt, Concrete, Bitumens, etc.
NIGP 91430	Concrete
NIGP 96118	Refinishing and Resurfacing Services, Concrete, Swimming Pools, Driveways, Patios, etc.

This profile was generated on 12/19/2025

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Print

Business & Contact Information

BUSINESS NAME	**Sunbelt Sod & Grading Company**
OWNER	**Ms Lesley Silva**
ADDRESS	**819 - 9th St. N.E.** **Ruskin, FL 33570 [map]**
PHONE	**813-641-9855**
FAX	**813-434-9038**
EMAIL	**lesley@sunbeltsod.com**
WEBSITE	**https://sunbeltsod.com/**
ETHNICITY	**Caucasian**
GENDER	**Female**
COUNTY	**Hillsborough (FL)**

Certification Information

CERTIFYING AGENCY	**Hillsborough County Board of County Commissioners**
CERTIFICATION TYPE	**SBE - Small Business Enterprise**
EXPIRATION DATE	**7/27/2028**
CERTIFIED BUSINESS DESCRIPTION	**Grading, Grassing and Sodding, Landscaping**

Commodity Codes

Code	Description
NIGP 790	Seed, Sod, Soil, and Inoculants
NIGP 79000	SEED, SOD, SOIL, AND INOCULANTS
NIGP 79050	Sod, Grass
NIGP 91223	Construction, General: Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.
NIGP 98852	Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services

This profile was generated on 12/19/2025

CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS

The undersigned hereby certifies that except as noted below all bills for labor, services and materials furnished by the CONTRACTOR and all suppliers and/or subcontractors of the CONTRACTOR under and pursuant to the provisions of the Agreement dated the _____ day of _____, 20_____, between the Hillsborough County Board of County Commissioners (COUNTY) and _____ (CONTRACTOR) concerning that certain project designated as _____ have been paid in full or otherwise satisfied including all known indebtedness and all claims for damages against said CONTRACTOR arising in any manner in connection with the performance of the Agreement referenced above for which the COUNTY might in any way be held responsible.

Exceptions: _____ (If none, write "None".)

_____ (If yes, write "Yes" and attach list.)

Certified this _____ day of _____, 20 _____.

CONTRACTOR:

BY: _____

_____
Title

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by_____,
(Name of person making statement)

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification

Type of Identification Produced _____

HILLSBOROUGH COUNTY

CHANGE ORDER FORM

CONTRACT: _____ **CHANGE ORDER NO.:** _____

_____ **BID NO:** _____

CONTRACTOR: _____ **PROJECT NO:** _____

_____ **CPA NO:** _____

☐ TIME CHANGE ☐ EXTRA WORK ☐ CREDIT ☐ OTHER

The Contractor is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE:	**COST IMPACT**	**FINAL COMPLETION DAYS**

REASON FOR CHANGE:

The original Contract Sum (TOTAL GMP) was . . . . . $_____

Net change by previous Change Orders . . . . . $_____

The Contract Sum prior to this Change Order was . . . . . $_____

The Contract Sum will be _____ by this Change Order. . . . . $ _____

(increased, decreased or unchanged)

The new Contract Sum including this Change Order will be . . . . . $ _____

The Final Completion Milestone prior to this Change Order was _____.

The time for Final Completion Milestone will be _____ by _____( )days.

(extended, reduced or unchanged)

The Final Milestone for this change order therefore is therefore _____

The Contractor waives any and all claims to additional time extension and/or additional monetary compensation resulting from these changes and all cost associated with the change order as herein addressed.

Excepting those terms and provisions conflicting with this Change Order which are hereby changed to conform hereto, the aforesaid Contract as amended by all previous change orders hereto is otherwise reaffirmed in its entirety.

IN WITNESS WHEREOF, this Change Order No. _____ to _____ has been executed by the parties hereto or their duly authorized representatives.

ATTEST: VICTOR D. CRIST
Clerk of Circuit Court

BY: _____
Deputy Clerk

_____
BOCC Document Number

ATTEST:

_____
Witness

_____

COUNTY: HILLSBOROUGH COUNTY FLORIDA

BY: _____
Chair, Board of County Commissioners

_____
Date of BOCC approval

CONTRACTOR:

BY: _____
Authorized Signature (SEAL)

TITLE: _____

DATE: _____

BOCC Staff	Approval	Date
Department Fiscal		
Department Director		
Procurement		
County Attorney: Approved as to Form and Legal Sufficiency		

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20___, by _____
(Name of person)
as_____ for _____.
(ie. Officer, attorney in fact) *(Name of party on behalf of whom instrument was executed.)*

_____
(Signature of Notary Public)

_____
(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced _____

(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20___, by _____.
(Name of person acknowledging)

_____
(Signature of Notary Public)

_____
(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced _____

CONSENT OF SURETY TO CHANGE ORDER

CONTRACT TITLE:_____

CONTRACTOR (PRINCIPAL):_____

SURETY:_____

AGENT:_____

The SURETY does hereby acknowledge and agree to Change Order No. _____ to the above referenced contract with Hillsborough County, _____ the contract amount
(increasing/decreasing)
by $_____, and/or extending the completion date by _____ (_____) calendar days. The SURETY further acknowledges that the performance bond and/or payment bond furnished under the aforementioned contract is accordingly changed to reflect the change in contract amount, and/or time included in Change Order No. _____.

This Consent is dated this _____ day of _____, 20____.

SURETY:_____

BY:_____(SEAL)
Authorized Signature

-OR-

BY:_____(SEAL)
As Attorney in Fact
(Attach Power of Attorney)

_____
Printed Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 20___, _____ by
(Name of person)
_____ for _____.
(ie. Officer, attorney in fact) (Name of party on behalf of whom instrument was executed.)

_____
(Signature of Notary Public)

_____
(Print, Type, or Stamp Name of Notary Public)

Personally Know OR Produced Identification

Type of Identification Produced _____

VICTOR D. CRIST
CLERK OF CIRCUIT COURT & COMPTROLLER
HILLSBOROUGH COUNTY, FL

Hillsborough County Suppliers:

The Hillsborough County Board of County Commissioners offers suppliers the option of receiving payments by direct deposit. With direct deposit, payments are made electronically by ACH directly to the supplier's designated bank account.

Direct deposit is...

- Quick- No waiting for the mail. Payments are automatically credited to your account.
- Convenient - No worry about getting to the bank to make a deposit.
- Economical - No cost to receive Direct Deposit and you have access to your funds sooner.
- Secure - No paper checks to handle (avoids risk of misplacement, loss or theft).
- Reliable - ACH payments are tested prior to activation of payment on actual invoices.

Enrollment in the County's Direct Deposit process is simple.

a. Read the attached Terms and Conditions.
b. Provide all information on the Direct Deposit Payment Authorization Form.
c. Complete and sign the Payee Certification.
d. Attach a voided check, deposit ticket or letter from your financial institution.
e. Mail the original form to our office.
f. Confirm the test deposit transaction in your bank account.

The Direct Deposit Authorization Form and Terms and Conditions are attached. If you have questions about the process or how to complete the form, just call (813)276-2029 ext. 5684.

Sincerely,

Ajay Gajjar
Finance Director

Enclosures

Hillsborough County Florida Board of County Commissioners

Direct Deposit Authorization Form

Directions

- Read the **Terms and Conditions for Direct Deposit Participation** (attached) and all instructions on the form carefully.
- Complete the form in **ink**. It must be clear and legible. Incomplete forms will not be processed.
- Do not mark through corrections. Do not use correction fluid. If an error is made, please start a new form.
- **Do not submit faxes or copies of this form, only the original completed and signed form will be accepted.**
- Payments will be made using the Corporate Trade Exchange (CTX) format.

Payee Information ☐ New ☐ Revised		
Payee Name (Last, First, Middle Initial or Entity Name)		Payee Tax ID
Payee Address (Street)		
City	State	Zip Code
Payee Telephone (incl. area code & ext.)	Payee Email Address (to use for payment notifications)	

Banking Information		
Financial Institution Name		
Financial Institution Address (Street, City, State, Zip Code)		
Routing Transit Number	Payee Account Number	Account Type ☐ Checking ☐ Savings
Payee Account Title		

Payee Certification

By signing this form, I authorize payments to be sent to the financial institution named above to be deposited to the designated account. **I have read and accept the Terms and Conditions for Direct Deposit Participation.**

Payee or Payee Agent Signature	Date
Payee or Payee Agent Name (Print)	Payee or Payee Agent Title

Mailing Instructions

Attach a **VOIDED** unused check here for **checking** accounts. Mark VOID in amount or signature area only.

Attach an unused **deposit slip** here for savings accounts.

Alternatively, attach an original letter from your financial institution on their letterhead, signed by their authorized representative, which confirms at least the account name, routing number and account number.

Mail properly completed and signed **(original)** form with voided check, deposit slip or bank letter attached to:

Clerk of Circuit Court
County Finance Department
PO Box 1110
Tampa FL 33601-1110

County Finance Department Telephone (813) 276-2029 ext. 5684

HILLSBOROUGH COUNTY FLORIDA BOARD OF COUNTY COMMISSIONERS
TERMS AND CONDITIONS FOR DIRECT DEPOSIT PARTICIPATION
Please Read This Carefully

The origination of Direct Deposits through Automated Clearing House (ACH) transactions must comply with the provisions of state and federal laws and regulations. The Tax ID and bank account information is required to establish ACH payments. This information will remain confidential to the extent provided by law. Failure to provide the requested information will prevent establishment of Direct Deposit. Payees who are not active vendors in the County's financial system must also submit a Hillsborough County Substitute W-9. Proper completion of the Direct Deposit Authorization Form (DDA) authorizes the Hillsborough County Clerk of the Circuit Court, as Chief Financial Officer and Comptroller for the Hillsborough County Board of County Commissioners (County), to initiate credit and, if necessary, debit entries and adjustments for any credit entries made in error to the designated account, at the Financial Institution named, and to credit or debit the same from such account. This authorization will remain in effect until cancelled in writing, refer to Changes or Cancellations section below.

Information Found On Checks
Most of the information required to complete the Direct Deposit Authorization Form is printed on the payee's checks or deposit tickets. The payee name and address on the check, deposit ticket, bank account title and supplier account must match the information on the DDA. Please make sure addresses are current.

Prenotification
A prenotification ACH credit (prenote) to the account designated on the DDA will be made prior to making direct deposit payments based on this authorization. The prenote is a test deposit transaction to your financial institution for the purpose of verifying the transfer of funds to the payee bank account as designated on the DDA. When the prenote is processed, an e-mail will be sent to the payee. The payee must respond to the prenote email upon verification of the prenote in the payee's account. Payments will not be made by Direct Deposit until the prenote has been accurately confirmed by the payee. If the prenote fails due to an error on the DDA, the payee will be notified. Depending on the reason, the payee may be required to submit a new DDA to begin the process again.

Changes or Cancellations
This authorization remains in effect until cancelled by the payee in writing to the Hillsborough County Clerk County Finance Department (Clerk) at the address provided on the bottom of the DDA. Changes in banking information are treated as cancellations and the payment method will revert to check. A new DDA must be submitted and fully processed to change the payment method to Direct Deposit again.

Sufficient time must be allowed to process changes and cancellations. Urgent matters, such as fraudulent activity on your bank account, should be immediately addressed by phone. Upon cancellation by the payee, the payee should also notify the receiving financial institution that the authorization has been cancelled. The County and the Clerk expressly reserve the right to discontinue Direct Deposit at any time.

The Financial Institution, at their discretion, may also discontinue direct deposit services. Should this occur, the payee must immediately notify the Clerk. If the payee's or County's financial institution reports any event of fraud related to the payee, payee's bank account, or to the payee's DDA, the DDA shall be cancelled immediately without prior notice. Further, supplier payments by check may be placed on hold until the event is resolved to the Clerk's satisfaction. This action is intended for the protection of the County and the supplier/payee.

Violations, False Statements or Fraud
Violation of these Terms and Conditions may cause termination of participation in Direct Deposit. Neither the Clerk nor the County will be responsible for any loss which may arise solely by reason of error, mistake or fraud regarding information provided on a Direct Deposit Payment Authorization Form. Anyone who misrepresents or falsifies essential information to receive payment is subject to applicable Federal and State laws and regulations.

AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (bid award date for projects subject thereto) by and between the Board of County Commissioners of Hillsborough County, Florida, hereinafter called County; and **Ajax Paving Industries of Florida LLC** hereinafter called the Contractor, whose principal address is **One Ajax Drive North Venice, Fl 34275**.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The Contractor shall provide to the County, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for: **IFB-25-00314 Roadway Resurfacing Repair Contract**.

2. This term contract shall commence on the date specified on the Contract Purchase Agreement (CPA). The County's right to issue Work Orders will expire when the total value of actual authorized work has equaled the awarded Contract amount (**$21,482,139.40**), or upon the expiration date of the Contract Purchase Agreement (CPA), whichever occurs earliest. At the sole discretion of the County, the period for this Contract may be extended for **one (1) additional two (2)- year period** and equal dollar amount as specified in the Special Terms and Conditions.

3. If during the term of the contract, it is determined that additional time is needed to complete work on pre-existing Work Order(s) or Change Order(s) to a Work Order, the contract may be extended for up to a one (1) year period for the sole purpose of completing such work upon execution of a Change Order approved by the Board of County Commissioners or their designee. No new Work Orders, however, may be issued during this extension period.

4. Failure by the Contractor to achieve Substantial and/or Final Completion by the number of days stated in the work order shall entitle the County to assess liquidated damages in the amounts specified in the Special Terms and Conditions. Time is of the essence for the achievement of said work after the issuance of the aforesaid Work Order. The amounts of Liquidated Damages for individual milestone dates are additive for each day of delay they are concurrently in effect. Notwithstanding the foregoing, the maximum liquidated damages which shall be assessed per day shall not exceed the amount of **$1,556.50**/day per Work Order.

5. This Agreement includes and incorporates by reference all Contract Documents, as the term Contract Documents is defined within the Definitions section of the Contract Terms and Conditions.

6. The total Contract Price for the full and complete performance by the Contractor of all Work required by the Contract Documents shall not exceed **$21,482,139.40**. For purposes of this term contract, the amount of award will be **$21,482,139.40 or the recommended total bid amount whichever is less**. This amount is defined as the upper dollar limit beyond which no further work may be authorized without additional approval of the Board of County Commissioners. Specifically, the amount of award **shall not be construed** as indicating the actual value of work anticipated by the County under this Contract. To the contrary, the actual value of work to be authorized will not be determined until the time of need for that work occurs, and **may be significantly less** than the amount indicated in the award. **There is no minimum guaranteed contract amount under this contract.**

7. During the performance of this Agreement, the Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

8. The Contractor shall comply with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

9. The Contractor shall furnish to the County (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, and a Performance Bond and Payment Bond for the Contract Price within ten (10) days following Notification of Award.

10. This Agreement and any changes thereto constitute the entire agreement between Contractor and County relating to the Work. There are no previous or contemporary representations or warranties of County or Contractor not set forth herein.

11. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on County unless in writing and executed by the Board of County Commissioners.

12. Waiver by the County of a breach of any provision of this Agreement by the Contractor shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

13. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair County's rights with respect to any liabilities, whether or not liquidated, of Contractor to County heretofore accrued.

14. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of Florida, or the laws, rules, and regulations of the United States when providing Work funded by the United States government, and venue shall be in Hillsborough County, Florida.

15. The duties and obligations imposed upon the Contractor by this Agreement and the rights and remedies available hereunder, shall be in addition to and not limited to any otherwise imposed or available by law or statute or special guarantee.

16. Contractor shall remain an independent Contractor and shall have no power, nor shall Contractor represent that Contractor has any power, to bind County or to assume or to create any obligation expressed or implied on behalf of the County.

17. This Agreement shall be binding upon and its benefits and advantages shall inure to the heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST: Victor D. Crist
Clerk of the Circuit Court

BY: _____
DEPUTY CLERK

COUNTY: Hillsborough County, Florida

BY: Ken Hagan
CHAIR, BOARD OF COUNTY COMMISSIONERS

ATTEST:

_____
WITNESS

_____
WITNESS

CONTRACTOR: Ajax Paving Industries of Florida, LLC

BY: _____ (SEAL)
Authorized Corporate Officer or Individual
(Sign Before a Notary Public)

Christie Alvaro
(Printed name of signer)

Vice President of Estimating
(Printed title of signer)

One Ajax Drive, North Venice FL 34275
(Business Address of Contractor)

941-486-3600
(Phone number of signer)

BOCC Staff	Approval	Date
Department Fiscal	Yolanda E Gadson Digitally signed by Yolanda E Gadson Date: 2026.02.03 12:56:35 -05'00'	
Department Director	Joshua Bellotti	2/3/2026
Procurement		2/16/2026
County Attorney: Approved as to Form and Legal Sufficiency	Alexandria Nicodemi Digitally signed by Alexandria Nicodemi Date: 2026.02.12 11:43:08 -05'00'	

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 26-0271

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF Florida)

COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 29th day of January, 2026, by Christie Alvaro as
(Name of person)

Vice President of Estimating for Ajax Paving Industries of Florida, LLC.
(ie. Officer, attorney in fact) *(Name of party on behalf of whom instrument was executed.)*

KARA COGGINS
Notary Public - State of Florida
Commission # HH 636240
My Comm. Expires Apr 6, 2029
Bonded through National Notary Assn.

(Signature of Notary Public)

(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced n/a - (personally known)

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20___, by _____.
(Name of person acknowledging)

_____
(Signature of Notary Public)

_____
(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced _____

AJAX™

The Future is Riding on Ajax.™

July 14, 2026

Attention: Mr. David Green
Assistant Finance Director
City of Treasure Island
10451 Gulf Blvd
Treasure Island, FL 33706

RE: "Piggy Back" Hillsborough County Contract IFB-25-00314, Ongoing and As-Needed Resurfacing and Repairs Contract

Please be advised that Ajax Paving Industries of Florida, LLC will honor the subject Hillsborough County Contract IFB-25-00314 unit prices for purpose of "Piggy Back" contracting with the City of Treasure Island.

Sincerely,

Mark Miller
Estimator
Ajax Paving Industries of Florida, LCC

5100 W. Lemon Street, Suite 106, Tampa, FL 33609 Phone (813) 769-1990 Fax (813) 769-1991