

August 18, 2026
PREPARED BY: H. Dean Grumbach, P.E.



SPECIFICATIONS PACKAGE
THEA PROJECT ID. O-00619D
EAST MAINLINE TOLL GANTRIES DESIGN PROJECT

TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
HILLSBOROUGH COUNTY

The Fiscal Year 2026/2027 Edition of the Florida Department of Transportation Standard Specifications is revised as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

H. Dean Grumbach, State of Florida, Professional Engineer, License No. 91903. This item has been digitally signed and sealed by Dean Grumbach, P.E. Signature must be verified on any electronic copies.

Date: August 18, 2026
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SPECIAL PROVISIONS

Where the Standard Specifications and this Specifications Package references the “Department”, it simultaneously means the Tampa Hillsborough County Expressway Authority. All references to the “Department” in Section 337, Florida Statutes, in whole or in part, shall hereby be further applied to the Tampa Hillsborough County Expressway Authority. Authorization reserved in the Standard Specifications for the Director, Office of Construction, shall hereby be exclusively granted to the Tampa Hillsborough County Expressway Authority’s Director of Operations and Engineering, and authorization reserved for the Secretary shall be exclusively granted to the Tampa Hillsborough County Expressway Authority Executive Director.

DEFINITIONS AND TERMS

ARTICLE 1-3 is deleted and the following substituted:

1-3 Definitions.

The following terms, when used in the Contract Documents, have the meaning described.

Advertisement.

The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Invitation to Bid”, “Notice to Contractors,” or “Notice to Bidders.”

Article.

The numbered prime subdivision of a Section of these Specifications.

Authority.

The Tampa Hillsborough County Expressway Authority, a public agency of the state created and established by the Florida Legislature pursuant to Section 348.52(1), Florida Statutes.

Bidder.

An individual, firm, or corporation submitting a proposal for the proposed work.

Bridge.

A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

Calendar day.

Every day shown on the calendar, ending and beginning at midnight.

Contract.

The term “Contract” means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the Authority and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

Contract Bond.

The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

Contract Claim (Claim).

A written demand submitted to the Authority by the Contractor in compliance with 5-12.3 seeking additional monetary compensation, time, or other adjustments to the Contract, the entitlement or impact of which is disputed by the Authority.

Contract Documents.

The term “Contract Documents” includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, Plans (including revisions thereto issued during construction), Standard Plans, Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders and Purchase Orders, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplementary agreements. As used in Section 2 only, Contract Documents also do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

Contract Letting.

The date that the Authority opened the bid proposals.

Contract Time.

The number of calendar days allowed for completion of the Contract work, including authorized time extensions.

Contractor.

The individual, firm, joint venture, or company contracting with the Authority to perform the work.

Contractor's Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be an Authority-approved Specialty Engineer. For items of the permanent work declared by the Authority to be "major" or "structural", the work performed by an Authority-approved Specialty Engineer must be checked by another Authority-approved Specialty Engineer. An individual Engineer may become an Authority-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Florida Department of Transportation, Florida Administrative Code. Authority-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

Controlling Work Items.

The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

Culverts.

Any structure not classified as a bridge that provides an opening under the roadway.

Delay.

Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any controlling work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance", or otherwise, which are beyond the control of and not caused by the Contractor, or the Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include "extra work".

Department.

State of Florida Department of Transportation (FDOT).

Developmental Specification.

See definition for Specifications.

Earthwork Records System (ERS).

The project-specific system or database employed by the Engineer to catalog and prepare earthwork records on Authority projects.

Engineer.

The Director of Operations and Engineering, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

Engineer of Record.

The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be Authority staff or a consultant retained by the Authority.

The Contractor shall not employ the Engineer of Record as the Contractor’s Engineer of Record or as a Specialty Engineer.

Equipment.

The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

Extra Work.

Any “work” which is required by the Engineer to be performed and which is not otherwise

covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a “delay”.

Federal, State, and Local Rules and Regulations.

The term “Federal, State and Local Rules and Regulations” includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.

Highway, Street, or Road.

A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Holidays.

Days designated by the State Legislature or Cabinet as holidays, which include, but are not limited to, New Year’s Day, Martin Luther King’s Birthday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day and the following Friday, and Christmas Day.

Inspector.

An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

Laboratory.

The official testing laboratory used by the Authority.

Materials.

Any substances to be incorporated in the work under the Contract.

Median.

The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

Plans.

The approved Plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

Proposal (Bid, Bid Proposal).

The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form.

The official form or the electronically generated bid item sheets on which the Authority requires formal bids to be prepared and submitted for the work.

Proposal Guaranty

The security furnished by the bidder as guaranty that the bidder will enter into the Contract for the work if the Authority accepts the proposal.

Purchase Order.

A written agreement between the Contractor and the Authority, and signed by the surety when required, modifying the Contract within the limitations set forth in these Specifications. Purchase Order simultaneously means Supplemental Agreement and/or Work Order when in reference to the Specifications.

Right-of-Way.

The land that the Authority has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the Authority.

Roadbed.

The portion of the roadway occupied by the subgrade and shoulders.

Roadway.

The portion of a highway within the limits of construction.

Section.

A numbered prime division of these Specifications.

Special Event.

Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, or similar activity designated in the Contract Documents.

Special Provisions.

See definition for Specifications.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project

work or for special items of the permanent works not fully detailed in the Plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the Authority to be “minor” or “non-structural”.

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida.
2. The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

Specifications.

The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

Standard Specifications: “Standard Specifications for Road and Bridge Construction” an electronic book, applicable to all Authority Contracts containing adopted requirements, setting out or relating to the method or manner of performing work, or to the quantities and qualities of materials and labor.

Supplemental Specifications: Approved additions and revisions to the Standard

Specifications, applicable to all Authority Contracts.

Special Provisions: Specific clauses adopted by the Authority that add to or revise the Standard Specifications or supplemental specifications, setting forth conditions varying from or additional to the Standard Specifications applicable to a specific project.

Technical Special Provisions: Specifications, of a technical nature, prepared, signed, and sealed by an Engineer registered in the State of Florida other than the State Specifications Engineer or his designee, that are made part of the Contract as an attachment to the Contract Documents.

Developmental Specification: A specification developed around a new process, procedure, or material.

Standard Plans.

“Standard Plans for Road and Bridge Construction”, an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

Standard Specifications.

See definition for Specifications.

State.

State of Florida.

Subarticle.

A headed and numbered subdivision of an Article of a Section of these Specifications.

Subgrade.

The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the Plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the Plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

Substructure.

All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

Superintendent.

The Contractor's authorized representative in responsible charge of the work.

Superstructure.

The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

Supplemental Specifications.

See definition for Specifications.

Surety.

The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

Technical Special Provisions.

See definition for Specifications.

THEA.

The Tampa Hillsborough County Expressway Authority, a public agency of the state created and established by the Florida Legislature pursuant to Section 348.52(1), Florida Statutes.

Traveled Way.

The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.

Unilateral Payment.

A payment of money made to the Contractor by the Authority, for sums the Authority determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against the Authority for payment of any additional sums the Contractor claims are due for the work.

Work.

All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

Working Day.

Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

materials' quality and fitness for the work.

**PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.
REV 6-16-21) (FA 8-2-21) (FY 2026-27)**

ARTICLE 2-4 is deleted and the following substituted:

2-4 Examination of Plans, Specifications, Special Provisions, and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Direct all questions to the Authority with an email to the Authority's Contracts and Procurement Manager at:

Procurement@tampa-xway.com

Questions received before 5:00 P.M. (EST) on the seventh calendar day prior to the bid opening will be responded to by the Authority. For questions posted after these times, an answer cannot be assured. For all questions received before the deadline, the Authority will provide responses before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses and to make any necessary adjustments in the proposal accordingly.

Responses provided by the Authority during this period will be considered as being incorporated into this Special Provision. When, in the sole judgment of the Authority, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary. The Authority does not guarantee the details pertaining to borings and pavement cores, as shown in the Contract Documents, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Bidder shall examine boring and pavement core data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid solely on their own opinion of the conditions likely to be encountered. The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

**AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.
(REV 10-17-16) (FA 10-24-16) (FY 2024-25)**

ARTICLE 3-9 is expanded by the following:

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:

**PROCUREMENT@TAMPA-XWAY.COM
Tampa Hillsborough Expressway Authority
1104 E. Twiggs Street, Suite 300
Tampa, FL 33602**

**SCOPE OF WORK – INTENT OF CONTRACT.
(REV 10-25-21) (FA 1-26-22) (FY 2026-27)**

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of constructing new All Electric Tolling (AET) gantries along the Selmon Expressway, both the eastbound and westbound directions of travel as shown in the Contract Documents. The existing toll gantries are to remain for the Authority to use for toll testing purposes. Both directions of travel include pavement widening and reconstruction to facilitate the new toll gantries, with toll loop pavement consistent with the Authority's General Tolling Requirements. Roadway approaches will be milled and resurfaced to align with the proposed improvements and facilitate temporary construction operations. Ditch regrading is necessary to tie-down the proposed improvements and restore necessary drainage patterns as originally permitted through the Southwest Florida Water Management District.

This is a pay item specific Contract. Unless otherwise amended in the RFP, all pay items necessary to deliver this project must be submitted with the bid documents for the Authority's approval. The quantities included with the contract documents are approximate and only represent estimated planned requirements based on historical or specific project needs. The Authority does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The Authority's estimated quantities and the Contractor's bid price will be used to calculate a total bid amount.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – PERMITS
AND LICENSES – GENERAL.
(REV 12-1-20) (7-20)**

SUBARTICLE 7-2.1 is expanded by the following:

Take responsibility to pay all toll charges, as applicable to the general public, for the use of the Toll Facility in transporting workers, equipment or materials to or from the work site. The Contractor's bid is to include any toll charges with no separate compensation.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
PRESERVATION OF EXISTING PROPERTY (TOLL FACILITIES).
(REV 7-22-14) (FA 10-15-14) (FY 2026-27)**

SUBARTICLE 7-11.1 is expanded by the following:

Due to the unique technological nature and complexity of the Authority's toll collection system at the Authority's owned or operated toll facilities, the Authority will utilize one of its toll collection system vendors to perform removals, repairs, replacements and installations of toll collection components damaged by the Contractor. The currently contracted rates of the Authority's contract with its tolling vendors will apply towards any removals, repairs, replacements and installations performed by one of the Authority's toll collection system vendors. The Authority will deduct the cost of the removals, repairs, replacements and installations from any monies due or which may become due to the Contractor under the

Contract. Toll collection system components include, but are not limited to the following: automatic vehicle identification system antennae and readers; toll revenue collection and violation enforcement system cameras and illuminators; vehicle detection and classification system devices; vehicle classification and detection roadway loops; roadway treadles; light curtains; patron fare displays; closed circuit television cameras; electronics inside toll buildings or toll booths; automatic coin machines ; automatic ticket issuing machines ; toll lane traffic signals and illuminators; and all directly associated supporting infrastructure including, but not limited to, cabling, connectors, and specialty bracketing, mounts, poles.

SUBARTICLE 7-11.2 is expanded by the following:

When the actions of the Contractor result in the loss of toll revenue, the Contractor shall be responsible for the revenue loss based on the total number of hours during the days in which toll revenues remain uncollected. The amount of uncollected toll revenue will be calculated by adding the hourly toll revenue for a representative weekday or weekend day over all the days in which tolls are not collected. Days showing unusually high or low traffic patterns will be replaced with revenue corresponding to normal traffic days within the last month. Hourly revenues for a representative weekday are calculated by averaging the revenues in the same hour during the previous 10 consecutive weekdays prior to the damage. Hourly revenues for a representative weekend day are calculated by averaging the revenues in the same hour during the previous 4 consecutive weekend days prior to the damage. For partial days of interrupted service, uncollected toll revenues will be limited to those hours in the representative weekday or weekend day that correspond to the specific hours when the Authority's toll infrastructure is not fully operational due to damages sustained. For the purpose of this estimate, partial hours will be rounded to the nearest full hour.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
PRESERVATION OF EXISTING PROPERTY – UTILITIES - UTILITY
ADJUSTMENTS (NO UTILITY WORK SCHEDULE).
(REV 2-10-94) (FY 2026-27)**

SUBARTICLE 7-11.5.3 is expanded by the following:

For this project, no utility work involving facilities owned by other agencies is anticipated.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - EQUAL
EMPLOYMENT OPPORTUNITY REQUIREMENTS.
(REV 1-13-12) (FY 2026-27)**

SECTION 7 is expanded by the following:

7-27 Equal Employment Opportunity Requirements.

7-27.1 Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive

continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.”

7-27.2 Equal Employment Opportunity Officer: Designate and make known to the Authority’s contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

7-27.3 Dissemination of Policy: All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor’s equal employment opportunity policy and contractual responsibilities.

7-27.4 Recruitment: When advertising for employees, include in all advertisements for employees the notation “An Equal Opportunity Employer”.

7-27.5 Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination without regard to age, race, color, religion, national origin, sex, or disability. Follow the following procedures: 1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel. 2. Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices. 3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons. 4. Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

7-27.6 Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

7-27.7 Records and Reports: Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following: 1. The number of minority and nonminority group members employed in each work classification on the project. 2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force). 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy. 4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their

employees as deemed appropriate to comply with their Equal Employment Opportunity Policy. All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives and the Federal Highway Administration. Upon request, submit to the Authority a report of the number of minority and nonminority group employees currently engaged in each work classification required by the Contract work.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
PREFERENCE TO STATE RESIDENTS.
(REV 1-13-12) (FY 2026-27)**

SECTION 7 is expanded by the following new Article:

7-28 Preference to State Residents.

Florida Statutes 255.099 (Chapter 2010-147, Section 50, Laws of Florida), providing for preference to residents of the State of Florida, is hereby made a part of this Contract:

Each contract that is funded by state funds must contain a provision requiring the Contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents.

As used in this Section, the term “substantially equal qualifications” means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.
(REV 6-13-11) (FA 6-16-11) (FY 2026-27)**

SECTION 7 is expanded by the following new Article:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
SCRUTINIZED COMPANIES.**

(REV 3-22-18) (FY 2026-27)

SECTION 7 is expanded by the following new Article:

7-30 Scrutinized Companies.

For Contracts of any amount, if the Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts \$1,000,000 and greater, if the Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

**PROSECUTION AND PROGRESS - SUSPENSION OF CONTRACTOR'S
OPERATIONS- SPECIAL EVENTS.**

(REV 10-31-22) (FA 1-3-22) (FY 2026-27)

SUBARTICLE 8-6.4 is expanded by the following:

For this Contract, Special Event days for this project include:

Special Events:

- Tampa Bay Lightning Home Games
- Macdill Air Fest
- Gasparilla Parade
- Gasparilla Children's Parade
- Gasparilla Distance Classic
- Riverfest

PROSECUTION AND PROGRESS – LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK.

SUBARTICLE 8-10.1 and 8-10.2 are deleted and the following substituted:

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.1 Highway Code Requirements Pertaining to Liquidated Damages:

Section 337.18, paragraph (2) of the Florida Statutes, requires that the Authority adopt regulations for the determination of default and provides that the Contractor pay liquidated damages to the Authority for any failure of the Contractor to complete the Contract work within the Contract Time. These Code requirements govern, and are herewith made a part of the Contract.

Liquidated damages for this Contract will be a summation of the damages referenced above and projected lost toll revenues due to failure to timely open the project to revenue-producing traffic.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the sum of the daily rate of \$2,500 per Calendar Day for failure to complete the Work within the Contract Time plus the amounts established in the following schedule:

Original Contract Amount Daily Charge Per Calendar Day	
\$299,999 and under.....	\$904
\$300,000 but less than \$2,000,000.....	\$1,685
\$2,000,000 but less than \$5,000,000.....	\$2,667
\$5,000,000 but less than \$10,000,000.....	\$3,813
\$10,000,000 but less than \$20,000,000.....	\$5,021
\$20,000,000 but less than \$40,000,000.....	\$7,442
\$40,000,000 and over.....	\$10,224 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

PROSECUTION AND PROGRESS – DAMAGE RECOVERY. (REV 8-7-17) (FY 2026-27)

ARTICLE 8-12 is deleted and the following substituted:

8-12 Damage Recovery.

8-12.1 Damages Suffered by Third Parties: In addition to the damages provided for in 8-10.2 and pursuant to Section 337.18 of the Florida Statutes, when the Contractor fails to complete the work within the Contract Time the Authority may recover from the Contractor amounts that the Authority pays for damages suffered by third parties unless the failure to timely complete the work was caused by the Authority's act of omission.

8-12.2 Damages Recovery/User Costs: A damage recovery/user cost will be assessed against the Contractor if all lanes are not open to traffic during the times as shown in the Traffic Control Plans. Cost will be assessed beginning at the appropriate time as shown in the Traffic Control Plans and continue until all lanes are open as recorded by the Engineer. This assessment

will be in the following amounts:

First 30 minutes and under: \$21,500

Each additional 30 minute period or portion thereof: \$11,500

Such costs will not exceed \$45,000 over a 24 hour period.

At the discretion of the Engineer, damage recovery/user cost will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor, i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

The Authority will have the right to apply as payment on such damages any money which is due to the Contractor by the Authority.

MOBILIZATION (LUMP SUM)
(REV 10-17-19) (FA 11-25-19) (FY 2026-27)

SECTION 101 is deleted and the following substituted:

SECTION 101
MOBILIZATION

101-1 Description.

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

101-2 Basis of Payment.

101-2.1 General: The work and incidental costs specified as being covered under this Section will be paid for at the lump sum prices for the items of mobilization included in the Schedule of Values.

101-2.2 Partial Payments: When the Notice to Proceed has been issued, partial payments will be made in accordance with the following:

For Contracts of 120 Contract days duration or less, partial payment will be made at 50% of the Mobilization amount shown in the Schedule of Values per month for the first two months until 100% of the Mobilization amount shown in the Schedule of Values is paid. For Contracts in excess of 120 Contract days duration, partial payment will be made at 25% of the Mobilization amount shown in the Schedule of Values per month for the first four months until 100% of the Mobilization amount shown in the Schedule of Values is paid. In no event shall more than 50% of the Mobilization amount shown in the Schedule of Values be paid prior to commencing construction on the project site.

Total partial payments for Mobilization will be limited to 10% of the original Contract amount. Any remaining amount will be paid at Final Acceptance. Retainage, as specified in 9-5, will be applied to all partial payments.

Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**