

Sidewalk Repair Partnership Program

Letter of Understanding



This signed Letter of Understanding must be submitted along with the other Program Documents described in the Program Guidelines, within 30 days of notification that your Program Application has been accepted (Program Acceptance). For more information please email: SidewalkRepairPartnership@HCFL.gov

Applicant Name: _____

Chosen Vendor & Representative: _____

Acknowledgements:	Applicant Initials	Vendor Initials
1. I confirm that I have read the Sidewalk Repair Partnership Program Guidelines in their entirety.	_____	_____
2. I confirm that the sidewalk remediation requested in this Application is located within the Applicant's property boundaries.	_____	_____
3. I understand that the maximum program award is \$1,500 and that the actual Guaranteed Program Award will be provided by the Program Manager prior to Notice to Proceed. Any costs exceeding the Guaranteed Program Award are the Applicant's responsibility.	_____	_____
4. I understand that it is the responsibility of the Applicant to adequately vet their Chosen Vendor.	_____	n/a
5. I understand that Chosen Vendor must have a valid Hillsborough County Contractor License.	_____	_____
6. I understand that Chosen Vendor must complete all sidewalk repairs in compliance with the following Hillsborough County guidelines: <ul style="list-style-type: none"> • Land Development Code • Transportation Technical Manual • Stormwater Technical Manual • Utility Accommodation Guide 	_____	_____
7. I understand that Applicant and Chosen Vendor must apply for a Right of Way (ROW) Management Permit and follow all requirements contained therein, including final inspection, acceptance by County, and provide proof of permit closure.	_____	_____
8. I understand that any additional Permit requirements are the responsibility of the Applicant and Chosen Vendor.	_____	_____
9. I understand that all projects must incorporate Sunshine 811 to avoid damaging underground facilities.	_____	_____
10. I understand that sidewalk remediation may include the removal and reconstruction of concrete sidewalks, sidewalk grinding, the lifting/leveling of sidewalks using proven leveling solutions and vendor-specific proprietary techniques, and/or other remedies approved by the Program Manager.	_____	_____
11. I understand that Applicant will be required to submit photographs, including pre- and post-repair. Photographs must match location(s) included in the Application submittal.	_____	_____

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| <p>12. I understand that no sidewalk remediation work may begin prior to receipt of Notice to Proceed from Program Manager.</p> | <p>_____</p> | <p>_____</p> |
| <p>13. I understand that no changes to the Chosen Vendor, Project Scope or Guaranteed Program Award shall take place without review and acceptance by the Program Manager and the issuance of a Revised Notice to Proceed.</p> | <p>_____</p> | <p>_____</p> |
| <p>14. I understand that the Chosen Vendor will submit an itemized invoice, on company letterhead, detailing location and Project Scope, free of taxes and surcharges, to the Program Manager for payment.</p> | <p>_____</p> | <p>_____</p> |
| <p>15. Chosen Vendor will accept a Purchase Order and will register with County Procurement Services prior to issuance of Notice to Proceed.</p> | <p>n/a</p> | <p>_____</p> |
| <p>16. I understand that if the Applicant finds that it is unable to complete the sidewalk remediation project, they shall notify the Program Manager in writing within a reasonable period.</p> | <p>_____</p> | <p>_____</p> |
| <p>17. I understand that this Program is subject to funding availability. In the event sufficient budget funds have become reduced, unavailable, or are subsequently determined not to be eligible to fund this sidewalk remediation project, the Program Manager shall notify the Applicant of such occurrence, and the County may terminate this project, without penalty or expense to the County, at any point prior to the issuance of Notice to Proceed. The County shall be the final authority as to the availability of funds and how available funds will be allotted. Should the need arise to terminate this project following the issuance of Notice to Proceed, the County shall pay the Chosen Vendor for services rendered prior to the effective date of termination. Any costs incurred by the Chosen Vendor after the effective date of termination will not be reimbursed.</p> | <p>_____</p> | <p>_____</p> |
| <p>18. I understand and agree that to the extent not otherwise limited by applicable law, the Applicant and Chosen Vendor shall indemnify, hold harmless, and defend the County and the Hillsborough County Board of County Commissioners (“BOCC”), and the respective agents and employees of the County (all of the foregoing shall hereinafter collectively be referred to as the “Indemnified Parties”) from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees at the trial and all appellate levels, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Applicant, its Chosen Vendor, subcontractors, assigns, heirs, and employees related to this sidewalk remediation project. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this project. In any and all claims against any of the Indemnified Parties by any employee of the Applicant or the Chosen Vendor, any subcontractor, heir, assign, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Applicant or the Chosen Vendor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this Article shall terminate upon closure of the ROW Use Permit and acceptance of project work by County.</p> | <p>_____</p> | <p>_____</p> |

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19. I understand that the Applicant and Chosen Vendor must 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.

The Applicant and Chosen Vendor shall also comply with the requirements of all applicable federal, state, and local laws, rules, regulations, ordinances, and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All the aforementioned laws, rules, regulations, ordinances, and executive orders are incorporated herein by reference.

I hereby acknowledge and agree to the provisions set forth above.

Applicant Signature

Chosen Vendor Representative Signature

Applicant Printed Name

Chosen Vendor Representative Printed Name

Date

Date