

**TAMPA SPORTS AUTHORITY  
Structural Precast Repair  
Bid #17-09  
RAYMOND JAMES STADIUM  
TAMPA, FLORIDA**

**CONTRACT DOCUMENTS  
&  
TECHNICAL SPECIFICATIONS**

Prepared for:

**TAMPA SPORTS AUTHORITY**  
4201 North Dale Mabry  
Tampa, Florida, 33607  
(813) 350-6500



July 2018



**RAYMOND JAMES STADIUM  
Structural Precast Repair  
TAMPA, FLORIDA**

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**Structural Precast Repair**  
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**PART I**  
**BIDDING REQUIREMENTS**

## **INVITATION TO BID**

The **TAMPA SPORTS AUTHORITY** hereby issues Public Notice of its intention to receive sealed bids at the office of the Authority, located at 4201 North Dale Mabry Highway, Tampa, Florida, at which time bids will be opened and publicly read aloud.

Sealed bids are invited for the following:

**BID #17-09**

### **Structural Precast Repair**

**MANDATORY PRE-BID  
Tuesday, July 24, 2018 @ 10:00AM  
AT THE TAMPA SPORTS AUTHORITY OFFICE**

**BID OPENING DATE/TIME/LOCATION:  
Wednesday, August 8, 2018 @ 10:00AM  
AT THE TAMPA SPORTS AUTHORITY OFFICE**

**Bid packages will be available for distribution and pickup at the Tampa Sports Authority office after 10:00 am on Monday, July 9, 2018 or online at [www.tampasportsauthority.com](http://www.tampasportsauthority.com). Further details and specifications may be obtained from the office of the Tampa Sports Authority by calling (813) 350-6500 Extension 6519.**

The TAMPA SPORTS AUTHORITY reserves the right to reject any and all bids, to waive irregularities, if any, and accept the bid, which in the judgment of the Authority, is determined to be in its best interest.

Dated at Tampa, Florida this 8th Day of July 2018.



## INFORMATION FOR BIDDERS

### A-1. SUBMISSION OF BIDS AND BID OPENING:

- A. Bids will be received by the Tampa Sports Authority and will be opened and read on Wednesday, August 8, 2018 at 10:00 AM at the Tampa Sports Authority Office. Bidders, or their representatives, and other interested persons may be present at the opening of proposals.
- B. Envelopes containing the bids must be opaque, sealed, marked on the outside of the envelope "**Proposal for Structural Precast Repair**" with the name of the Bidder and his Florida Contractor's Registration Number and addressed to.  
  
**Tampa Sports Authority, Raymond James Stadium, 4201 North Dale Mabry, Tampa, Florida 33607 c/o Purchasing Office.**  
**Attn: Deltecia Jones – Purchasing Department.**
- C. Bids shall be signed in ink by an official of the firm submitting the bid. The bid submitted by a partnership shall list the name of all partners and shall be signed in the partnership name by one of the members of the partnership.
- D. Prices must be quoted on the sheet furnished by this department, no other will be accepted. All prices quoted F.O.B. Tampa, Florida
- E. Bids which have been submitted may not be modified or withdrawn after submission. Negligence on the part of the bidder in the preparation of his bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.
- F. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. The responsibility for getting the bid to the Authority on or before the stated time and date will be solely and strictly the responsibility of the bidder. The Authority will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.
- G. The bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bid. Bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened with the notation, "THIS BID WAS RECEIVED AFTER THE TIME DESIGNATED FOR THE RECEIPT AND OPENING OF BIDS".
- H. A Mandatory Pre-Bid Conference has been scheduled for Tuesday, July 24, 2018 at 10:00 AM in the Tampa Sports Authority Boardroom at Raymond James Stadium, 4201 N. Dale Mabry Highway, Tampa, Florida 33607 (Entrance B off Himes Avenue). Please call 813-350-6500 for directions to the facility.



## A-2. BIDDING DOCUMENTS:

- A. Bidding Documents include the Advertisement for Bids, Information for Bidders, Bid Form, the Bid Security and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder upon award of the contract.
- B. Bidders may obtain complete sets of the bidding Documents from the issuing office designated in the Advertisement for Bids in the number requested and for the price, if any, stated therein.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Design Professional shall have any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. The Owner in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

## A-3. DEFINITIONS:

### A. THE BID:

A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

### B. BASE BID:

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids, if any.

### C. ALTERNATES:

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Owner in any combination or not at all.

## A-4. QUALIFICATION OF BIDDER:

- A. The Successful Bidder shall perform at least twenty-five percent (25%) of the work with forces that are in the direct employment of the Contractor's organization. Prior to the signing of the contract, the successful Bidder shall submit a statement of work to be performed by his own forces.
- B. Prior to Contract award, the successful Bidder shall be prepared to demonstrate

that his present organization, direct labor force and prior work experience is of adequate size and development to maintain responsible control of the project and to schedule, coordinate and perform the work in an expeditious manner and in accordance with the Contract Documents. Contractor shall complete and deliver to the Owner a Bidder's Qualification Statement and audited financial statements for the current and past year, as set forth in the Contract Documents, prior to contract award. This information will be relied upon and investigated by the Owner in determining whether the Bidder is the best, most responsible and most qualified Bidder.

Submit a completed Bidder Qualification Form (BQ-1) with the bid as provided in the Bidding Requirements section of the Contract Documents.

- C. Bidders, whether residents or nonresidents of Florida will be required to show evidence of a State of Florida Contractor's License before their bids will be considered.
- D. The Owner and the Owner's Design Professional will consider, in determining the qualifications of a Bidder, his record in the performance of any contracts for construction work into which he may have entered with the Owner or with similar public or private bodies or corporations. The Owner expressly reserves the right to reject the bid of any Bidder if such record discloses that such Bidder, in the opinion of the Owner, or his Design Professional, is not the best or most responsible and qualified Bidder or that Bidder has not properly performed its contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to Subcontractors, material men, suppliers or employees.
- E. The Owner or his Design Professional, may make such investigation as they deem necessary to determine the responsibility, qualifications and ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner or his Design Professional all such information and data for this purpose as they may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the Owner or his Design Professional that such Bidder is a responsive and responsible Bidder in accordance with the criteria set forth herein. The ability to secure payment and performance bonds for the Work shall not be conclusive evidence of Bidder's financial responsibility. Conditional bids will not be accepted.

A-5. BIDDER'S REPRESENTATIONS:

- A. Each Bidder by submitting his Bid understands Owner is relying upon the bid and the representations contained therein in awarding the Contract and represents that:
  - 1. He has read and understands that Bidding Documents and his Bid is made in accordance therewith; and Bidder agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents;
  - 2. He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed in accordance with Article A-8 herein, and has correlated his observations with the requirements of the

proposed Contract Documents;

3. His Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception; and
  4. He has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, management, superintendence, equipment and materials which will assure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedules and Milestone and Completion dates required by the Owner. The Bidder acknowledges and represents that he has made allowances for normal inclement weather indigenous to the Project Site, in his estimating, planning and scheduling of the Work. The Bidder hereby certifies that the work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.
- B. He agrees that upon receipt of the Notice of Acceptance of his bid, he will execute the formal Contract, and will deliver all bonds and proof of insurance coverage as required by the Specifications.
- C. He agrees to execute the formal Contract within SEVEN (7) days from the date of Notice of Award of the Contract, and in case he fails or neglects to appear within the specified time to execute the Contract, he will be considered as having abandoned the Contract, and the Bid Security accompanying this Proposal will be forfeited to the Owner by reason of such failure on the part of the Bidder.
- D. Contractor shall submit a complete list of all subcontractors to the Owner immediately upon notice of apparent low bidder status and prior to award of the Contract. Owner shall consider such matters as it deems fit as to each subcontractor and how, if at all, it impacts on Contractor's responsibility, fitness or ability to perform this Contract. In addition, Contractor shall submit for approval its as-planned schedule pursuant to the requirements of Article 4 of the General Conditions.

A-6. BID SECURITY:

- A. Each bid must be accompanied by (1) cash, (2) a Cashier's or Certified Check of the Bidder, made payable to the Owner, or (3) a bidder's bond on the Bid Bond Form provided herein in an amount not less than **5%** of his bid. For purposes of this provision, the amount of the bid shall be the Base Bid. The bidders bond shall be issued by a surety company licensed to conduct business in Florida, which is on the approved U.S. Treasury List, which obtained an A+ rating by the latest Best Insurance Guide and which is otherwise acceptable to the Owner.
- B. Said bid security is given as a guarantee that the Bidder will enter into a contract if awarded the work and, in the case of refusal or failure to so enter into said contract, the security shall be declared forfeited to the Owner. Such security shall be returned to all but the three lowest Bidders within three days after the opening of bids and the remaining security will be returned within 48 hours after the Owner and the successful Bidder have executed the Contract. If no Contract has been awarded or the bidder has not been notified of the acceptance of his bid,

within forty-five (45) days of the bid opening, the Bidder may withdraw his bid and request the return of his bid security. If, at the Owner's or Design Professional's request, the Bidder agrees to extend and maintain his bid beyond the specified 45 days, his bid security will not be returned. Bidder hereby agrees that all Bid prices are firm, fixed prices which the Owner may accept up to 45 days from Bid opening.

A-7. LIQUIDATED DAMAGES:

The Successful Bidder, upon his failure or refusal to execute the Contract within SEVEN (7) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner the security deposited with his bid, as liquidated damages for such failure or refusal.

A-8. SITE CONDITIONS AND CONDITIONS OF THE WORK:

- A. Each bidder must acquaint himself thoroughly as to the character and nature of the work to be done. Each bidder furthermore must make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering, storing and placing materials and equipment, and other conditions relating to construction and labor.
- B. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill in every detail all the requirements of the Contract Documents and to complete the Work for the consideration set forth therein, or as a basis for any claim whatsoever from the Bidder. Bidder specifically waives any such claim(s).
- C. Insofar as possible, the Successful Bidder, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the Work of the Owner or any separate contractor. Necessary right-of-way permits, acquired by the Contractor, may be required for this construction.

A-9. BIDDER'S QUESTIONS, ADDENDA AND INTERPRETATIONS:

- A. Bidders and Sub-bidders shall promptly notify the Owner, prior to submission of their Bid, of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

No interpretation of the meaning of the drawings, specifications or other contract documents will be made to any Bidder orally, nor may Bidder rely on any such pre-bid statements in completing his Bid.

- B. All questions concerning the project shall be submitted on or before **Thursday, August 2, 2018 at 3:00 PM**, in writing with date, company name and contact via e-mail, fax or mail to:

**Tampa Sports Authority., 4201 North Dale Mabry Highway, Tampa, Florida  
33607, FAX 813-673-4308 OR 813-350-6649  
Attention: Judy Baker - Project Manager.  
E-mail – Jabaker@Tampasportsauthority.com.**

- C. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bidding Documents which, if issued, will be mailed to all prospective Bidders (at the respective addresses furnished for such purposes) prior to the date or time fixed for the opening of bids. Neither the Design Professional nor the Owner will be responsible for any other explanations or interpretations of the proposed documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
- D. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge receipt and inclusion in his proposal of all Addenda.

**A-10. SECURITY FOR FAITHFUL PERFORMANCE:**

The Successful bidder shall furnish and record in the official records of the county where the project is located a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum, as security for the payment of all persons performing labor and furnishing materials under this Contract. Both the Performance Bond and Labor and Material Payment Bond shall be in the forms set forth in the Contract Documents and shall be written by sureties which are licensed to do business in the State of Florida, which are currently on the approved U.S. Treasury List of Sureties, which maintain an A+ rating with Best Insurance Guide, and are otherwise acceptable to the Owner. The Performance Bond and the Labor and Material Payment Bond shall be in separate instruments and shall be delivered to the Owner not later than the date of execution of the Contract. No work or mobilization may proceed until both bonds are executed and delivered to Owner.

**A-11. TIME FOR COMPLETION AND LIQUIDATED DAMAGES FOR NON-COMPLETION:**

The time for completion of this Contract and liquidated damage for non-completion within the stipulated time shall be as fixed in the Owner-Contractor Agreement.

**A-12. LOCATION OF WORK:**

The site of the proposed work is at a public sports stadium in Tampa, Florida.

**A-13. LIABILITY INSURANCE AND WORKMEN'S COMPENSATION:**

The Successful Bidder will be required to carry public liability and workmen's compensation and other insurance in the amounts and under the terms stipulated under the General Conditions ARTICLE 11.

During the life of this Agreement, the Licensee shall provide, pay for, and maintain with companies satisfactory to the Authority, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. All Liability Policies shall provide that the Authority, the City of Tampa, and Hillsborough County are additional insured but solely in accordance with and subject to the indemnification provisions set forth in paragraph 20 above as to the operations of the Licensee under this Agreement and shall also provide the Severability of Interest Provision. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be approved by Licensor and furnished by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided the Authority if requested on a timely basis.

Thirty (30) days prior written notice by registered or certified mail shall be given the Authority of any cancellation or reduction in the policies' coverage except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, the Licensee shall take immediate steps to have it reinstated. If at any time the Authority requests a written statement from the insurance company as to any impairments to the Aggregate Limit, the Licensee shall promptly authorize and have delivered such statement to the Authority. Licensee shall make up any impairment when known to it. The Licensee authorizes the Authority and its Insurance Consultant to confirm all information furnished the Authority, as to its compliance with its insurance carriers. As to the operations of the Licensee, all insurance coverage of the Licensee shall be primary to any insurance of self-insurance program carried by the Authority.

The acceptance of delivery to the Authority of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the Authority that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with the Agreement requirements.

No operations under this Agreement shall commence at the site until the required Certificate of Insurance is received and has been approved by the Authority. Evidence of such insurance approval will be provided to Licensee by the Authority in a Notice to Proceed.

If any General Liability Insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Thirty (30) days prior written notice by certified or registered mail shall also be given to:

**Mr. David Byrne  
Director of Finance & Administration  
Tampa Sports Authority  
4201 N. Dale Mabry Highway  
Tampa, Florida 33607**

as to cancellation of any policy and any change that will reduce the insurance coverage required in this Agreement except for the application of the Aggregate Limits Provisions.

Should at any time the Licensee not, in the opinion of the Authority, provide or maintain the insurance coverage required in this Agreement, the Authority may terminate or suspend this Agreement.

Use Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable.

**A-14. BIDDERS REFERRED TO LAWS:**

- A. The successful Bidder shall obey all applicable laws, rules, regulations and ordinances in the performance of work under the contract contemplated herein.
- B. The provisions of this contract shall be interpreted in accordance with the laws of Florida and in accordance with the laws, ordinances, regulations, permits and resolutions of Hillsborough County and the City of Tampa, if applicable.

**A-15. TAXES**

All applicable Federal, State and Local Taxes, unless otherwise instructed by Owner, shall be included in the Bidder's Proposal. Owner reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. OWNER may also provide CONTRACTOR with Tax Exempt Certification number so that CONTRACTOR may purchase OWNER designated items tax free.

**A-16. RIGHT TO REJECT BIDS:**

The Owner expressly reserves the right to reject any or all bids, to waive any informalities or minor irregularities in the bids received, and to accept that bid which in its judgment, best serves the interest of the Owner. Owner hereby retains full discretion to determine the responsiveness of the bid and Bidder's responsibility, character, fitness and experience to perform the Work.

Bidders may be disqualified and rejection of proposals may be recommended to the Authority for any of (but not limited to) the following causes:

- (a) Failure to use the proposal form furnished by the Authority.
- (b) Lack of signature by an authorized representative on the proposal form.

- (c) Failure to properly complete proposal.
- (d) Evidence of collusion among proposers. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders void.
- (e) Advance disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.
- (f) Omission of proposal guarantee.
- (g) Unauthorized alteration of bid form. Authority reserves the right to waive any minor informality or irregularity.

A-17. EQUAL PRODUCTS AND SUBSTITUTIONS:

- A. Unless otherwise provided in the Contract Documents the naming of a certain brand, make or manufacturer or article, device, product, material, fixture, form or type construction by name, make or catalog number, shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. Equal products and substitutions shall not be reviewed or approved by the Owner's Representative during the bidding period.
- B. The bidder may request approval for substitutions after award of the contract in accordance with the provisions of Article 4.15 of the contract General Conditions. The selected Contractor, may, with Owner approval, use any article, device, product, material, fixture, form or type of construction which in the judgment of the Design Professional, and Owner is equal to that specified considering quality, workmanship, economy of operation, suitability for the purpose intended, and acceptability for use on the project.

A-18. PREPARATION AND SUBMITTAL OF FORM OF BID:

- A. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be cause for disqualification or rejection of the bid.



- B. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.
- C. Bids shall not contain any conditions, restatement or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

A-19. MODIFICATION OR WITHDRAWAL OF BID:

- A. Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Director of Purchasing in writing.
- B. Withdrawn bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with this Information for Bidders.
- C. Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

A-20. DETAILED BID BREAKDOWN:

If the Owner or the Design Professional directs, the Bidder shall provide a detailed breakdown and internal job cost estimate of his bid acceptable to the Owner or the Design Professional. In addition to verifying accounting requirements, the breakdown may be used by the Owner to determine whether the Bidder has grossly misjudged the requirements of any area. Failure to provide the requested detailed breakdown may result in rejection of the bid proposal or, if after contract award, may be deemed a default or breach of the Contract.

A-21. AWARD OF CONTRACT:

The contract will be awarded to the lowest responsive and responsible Bidder, and whose bid is considered to be in the best interest of the Owner. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the Owner and based upon the character, fitness, experience, history and financial status of the Bidder.

- A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the Owner.
- B. A Responsive Bidder shall mean a Bidder who has submitted a bid which

conforms, in all material respects, to the Bidding Documents.

- C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
1. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
  2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
  4. The quality of performance of previous contracts or services. For example the following information will be considered:
    - a. The administrative and consultant cost overruns incurred by Owners on previous contracts with Bidder,
    - b. The Bidder's compliance record with contract general conditions on other projects,
    - c. The submittal by the bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
    - d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidders compliance with scheduling and coordination requirements on other projects,
    - e. The Bidder's demonstrated cooperation with the Owner, or the Design Professional and other contractors on previous contracts,
    - f. Whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents;
  5. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services;
  6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
  7. The quality, availability and adaptability of the goods or services to the particular use required;
  8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract;
  9. Whether the Bidder is in arrears to any Owner on debt or contract, or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the Owner or the Design Professional having a bearing on the decision to award the contract, to include, but not limited to:
  - a. The ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work,
  - b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.
  - c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.
  - d. Whether Bidder's contract on other projects has ever been terminated.

D. The purpose of the above is to enable the Owner to select the bid which is in the best interests of the Owner. The ability of the low Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.

E. The Owner reserves the right to defer award of this contract for a period of forty-five (45) days after the due date of bids. During this period time, the Bidder shall guarantee the prices quoted in his bid.

F. IDENTICAL TIE BID:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and services are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall abide by the policies outlined in paragraph A – 25 below.

G. PARTIAL BID:

Bidders may submit partial bids for one or more items. Tampa Sports Authority reserves the right to award to multiple vendors.

A-22 OTHER AGENCIES:

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality or other agency be obligated for placing an order for any other city, county, municipality or agency; nor will any city, county municipality or agency be obligated for any bills

incurred by any other city, county, municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

A-23. EMPLOYEE CONFLICT:

The Owner will not contract with persons, firms or corporations where an officer or employee's spouse or child of the Owner is an officer, partner, director or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

A-24. CONVICTED VENDOR LIST:

In accordance with s.287.133(3)(a), Florida Statutes, prospective Bidders are hereby advised as follows:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A-25. EEOC / WMBE:

The Owner is an equal employment opportunity employer and encourages the firms and contractors with whom it does business to likewise follow these principles. The successful Bidder will be expected to have an EEOC/WMBE program in place which encourages the participation of women and minorities in the renovation project as employees or subcontractors of the successful Bidder.

A-26. DRUG FREE WORK PLACE:

Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more bids which are equal with respect to price, quality and services are received by the Owner for the procurement of contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
- D. 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 893 or any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A - 27 DISCOUNTS:

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the Bid Proposal forms.

A- 28 ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of the Authority and any sureties.

A- 29 TIMELY DELIVERY:

Time will be of the essence for any orders placed as a result of this bid. The Authority reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal

form.

A- 30 DEFAULT OF CONTRACT:

In case of default by the bidder or contractor, the Authority may procure the items or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

A- 31 ACCEPTANCE OF MATERIAL:

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the Authority. It must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the Authority is found to be defective or does not conform to specifications, the Authority reserves the right to cancel the order upon written notice to the bidder and return product to bidder at the bidder's expense.

A- 32 DAMAGE:

In the event any materials, equipment or other property of the Authority shall be damage or destroyed by personnel furnished by Contractor, Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of Authority.

A- 33 LICENSES AND PERMITS:

In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold Authority harmless from any liability which may be imposed upon Authority by reason of any alleged violation of the law by contractor, or for failure to pay taxes or secure necessary licenses or permits.

**End of Section**

**TAMPA SPORTS AUTHORITY**  
**Structural Precast Repair**  
**Bid #17-09**  
**TAMPA, FLORIDA**

**BID FORM**

**DESCRIPTION**

This bid shall be priced according to the specifications. By signing this bid, the bidder agrees that this bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respect fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection. In addition, Bidder represents acceptance of the terms and conditions of the foregoing specifications and provisions.

**BASE PROJECT BID**

The Base Bid includes all labor, material and equipment to remove, repair and reroof existing stadium roofing. The bid shall be based upon the items included in the specifications and drawings. The Project Bid Total shall include all work as a completed project as described in the specifications including that which is not specifically listed on this form.

**BID PACKAGE ASSEMBLY**

The Bid Package shall be assembled in the following order:

1. Bid Form
2. Acknowledgement of Receipt of Addenda
3. Acknowledgement of Bidder Form
4. Bid Security (Bid Bond, Cashier's Check, or Cash)
5. Legal Status of Bidder Form
6. Bidder Qualification Form





## BID FORM

Project: RAYMOND JAMES STADIUM  
 Structural Precast Repair  
 Bid #17-09  
 TAMPA SPORTS AUTHORITY

The undersigned has attended the mandatory pre bid meeting, examined all Contract Documents, and the site for the above project and agrees to furnish and pay for all labor, materials, equipment, plant, appurtenances, services, taxes unless declared exempt by the Contract Documents and utilities required to complete this project according to all the requirements of the Contract Documents, including all addenda, at and for the price(s) stated below regardless of any increase in wages or material prices.

The Contractor in submitting this bid guarantees the following price for forty-five (45) days:

<b>NAME OF BIDDER</b> _____					
<b>PROJECT BID #17-09</b>					
TASK ITEM	DESCRIPTION	UNITS	QUANTITY (1)	UNIT PRICE (2)	EXTENSION (1) X (2)
1.1	Project mobilization and demobilization	L.S.	1	\$	\$
2.3	Partial depth concrete floor repair	S.F.	200	\$	\$
3.5	Non post tensioned beam repair	S.F.	20	\$	\$
4.1	Concrete wall repair	S.F.	5	\$	\$
4.3	Grout pocket repair – seating risers	EA	350	\$	\$
4.3 A	Grout pocket repair - ramps	EA	60	\$	\$
4.5	Grout wash repair – tread/riser interface	L.F.	1500	\$	\$
4.5 A	Grout wash repair - seating stairs	S.F.	650	\$	\$
7.1	Crack repair	L.F.	10000	\$	\$
10.5	Clean and coat corroded steel	EA	500	\$	\$
<b>BASE BID TOTAL</b>					
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p>_____ Dollars</p> <p>Total Price in words</p> </div> <div style="width: 35%; text-align: right;"> <p>\$ _____</p> <p>Price in Figures</p> </div> </div>					

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

CORPORATE SEAL  
(Where appropriate)

BIDDER:

BY: \_\_\_\_\_(SEAL)  
(Authorized signature in ink)

\_\_\_\_\_  
(Printed name of signer)

\_\_\_\_\_  
(Printed Title of signer)

\_\_\_\_\_  
(Date signed)

Acknowledge receipt of Addenda Nos \_\_\_\_\_

Name of Bidder: \_\_\_\_\_  
(typed or printed: firm, corporation, business or individual)

Our local (to Tampa, Florida) business and mailing address is:  
\_\_\_\_\_

Our primary business and mailing address is: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Our present phone number is:(\_\_\_\_\_) \_\_\_\_\_ FAX:(\_\_\_\_\_) \_\_\_\_\_

Our e-mail address (if any) is \_\_\_\_\_

Our business has been in operation under its present name since: \_\_\_\_\_





# Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_,  
as Principal, hereinafter called the Principal, and

\_\_\_\_\_, a  
corporation duly organized under the laws of the State of \_\_\_\_\_ as (Surety),  
hereinafter called the Surety, are held and firmly bound unto

\_\_\_\_\_ as  
OWNER, hereinafter, called the OWNER, in the sum of

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ ) for they payment of which sum  
well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into  
a Contract with the OWNER in accordance with the terms of such bid, and give such bond or bonds as  
may be specified in the Contract Documents with good and sufficient surety for the faithful performance of  
such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in  
the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the  
Principal shall pay to the OWNER the differences not-to-exceed the penalty hereof between the amount  
specified in said bid and such larger amount for which the OWNER may in good faith contract with  
another party to perform the Work covered by said bid, then this obligation shall be null and void,  
otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

(Principal)

(Seal)

(Witness)

(Title)

(Surety)

(Witness)

(Title)

## Legal Status of Bidder

This Proposal is submitted in the name of:

(Print) \_\_\_\_\_

The undersigned hereby designates below his business address to which all notices, directions or other communications may be served or mailed:

Street \_\_\_\_\_

City \_\_\_\_\_

State: \_\_\_\_\_ Zip Code \_\_\_\_\_

The undersigned hereby declares that he has legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of \_\_\_\_\_, Florida

- CORPORATION INCORPORATED UNDER THE LAW OF THE STATE OF \_\_\_\_\_. The Corporation is \_\_\_\_\_.
- LICENSED TO DO BUSINESS IN FLORIDA
- NOT NOW LICENSED TO DO BUSINESS IN FLORIDA

The name, titles, and home address of all persons who are officers or Partners in the organization are as follows:

NAME AND TITLE

HOME ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed and Sealed this \_\_\_\_\_ day of

By

Printed Name

Title





**BIDDER QUALIFICATION FORM**

The bidder shall submit the following minimum information as reference for three (3) similar construction projects that have been completed successfully by the bidder in the Southeastern United States within the last five (5) years. Three projects are required to qualify the firm to bid.

References will be contacted, projects will be reviewed for quality of workmanship. Information supplied will be considered in the award of this contract.

**REFERENCES**

**BIDDER NAME :** \_\_\_\_\_

**1. PROJECT :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**LOCATION :** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER REPRESENTATIVE : Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**2. PROJECT :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**LOCATION :** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER REPRESENTATIVE : Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**3. PROJECT :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**LOCATION :** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER REPRESENTATIVE : Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**STATEMENT OF NO BID**

NOTE: IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE RETURN THIS FORM IMMEDIATELY TO:

Tampa Sports Authority  
Purchasing Department  
4201 North Dale Mabry  
Tampa, FL 33607

We, the undersigned, have declined to bid on your Bid #17-09, **Structural Precast Repair**, for the following reasons:

- Specifications too "tight", geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- Specifications unclear (explain below).
- We do not offer this product or an equivalent.
- Our product schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirements.
- Other (explain below).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if the "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified bidders for the Tampa Sports Authority.

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_



**PART II**  
**CONTRACT FORMS**

## OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **Tampa Sports Authority** (herein referred to as the "OWNER" or "AUTHORITY"), whose mailing address is **4201 North Dale Mabry, Tampa, Florida, 33607**, and \_\_\_\_\_, a Corporation Incorporated under the law of the State of Florida, licensed do business in Florida, (herein referred to as the "CONTRACTOR") whose mailing address is \_\_\_\_\_.

All correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the \_\_\_\_\_ in Tampa, Florida, and specifically to provide labor, material, equipment, as required for publically bid project known as Bid#17-09 \_\_\_\_\_, hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such Work in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

### **Article 1** DEFINITIONS

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions to the Invitation to Bid #17-09, issued by the Tampa Sports Authority, entitled \_\_\_\_\_ dated July 2018, including addenda (available at the following link:
- 1.3 Such documents and this 8 (eight) page Owner-Contractor Agreement constitute the Contract, and all are as fully a part hereof as if attached to this Agreement or repeated herein. In the event of any conflict or inconsistency between the terms of this Owner-Contractor Agreement and any other term or provision within the Contract Documents, the terms of this 8 (eight) page Owner-Contractor

Agreement shall prevail.

**Article 2**  
**STATEMENT OF THE WORK**

- 2.1** The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.
- 2.2** The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

**Article 3**  
**OWNERS REPRESENTATIVE**

- 3.1** The Owners Representative (as defined in the General Conditions) shall be Judy Baker, an employee or agent of the Tampa Sports Authority, whose address is Raymond James Stadium, 4201 N. Dale Mabry , Tampa, Florida 33607 provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owners Representative for purposes of this Contract.

**Article 4**  
**TIME OF COMMENCEMENT AND COMPLETION**

- 4.1** The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2** The Contractor shall achieve Final Completion of the work, as defined in the General Conditions, no later than \_\_\_ days \_\_\_\_\_ from the Notice to Proceed. This time period, from the date of commencement until the date upon which Final Completion is to occur, shall be designated the Contract Time. It is agreed that Time Is Of the Essence to this contract.

## **Article 5**

### **CONTRACT SUM**

- 5.1** Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and at the unit prices specified in the proposal, the sum of \_\_\_\_\_ herein referred to as the "Contract Sum".

## **Article 6**

### **PROGRESS PAYMENTS**

- 6.1** The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the OWNER an Application for Payment in accordance with the provisions of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

## **Article 7**

### **OTHER REQUIREMENTS**

- 7.1** The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents. The Tampa Sports Authority shall be named as "Owner", Hillsborough County, the City of Tampa and Raymond James Stadium Commercial Condominium shall be named as additional Obligees/Insureds.
- 7.2** The Owner shall furnish to the Contractor five (5) sets of drawings and five (5) sets of specifications, at no extra cost, for use in the Construction of the Work. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3** The Contractor shall perform at least twenty-five percent (25%) of the total Work with forces that are in the direct employment of the Contractor's organization.
- 7.4** a. Contractor shall defend at his or her expense, pay on behalf of, hold harmless and indemnify the Authority, its officers, employees, agents, elected and appointed officials and volunteers, Hillsborough County, Florida and the City of Tampa (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees judgments, losses and damages whether or not a lawsuit is filed, including, but not limited to, costs, expenses and

attorneys' and experts' fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- i. The performance of this Agreement (including amendments thereto) by Contractor; or
- ii. The failure of Contractor to comply and conform with applicable laws; or
- iii. Any negligent act or omission of the Contractor, whether or not such negligence is claimed to be either solely that of the Contractor or to be in conjunction with the claimed negligence of others including that of any of the Indemnified Parties; or
- iv. Any reckless or intentional wrongful act or omission of the Contractor.

b. The provisions of this section are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor and shall survive the expiration of earlier termination of this agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

**7.5** Contractor shall maintain such policies of insurance and in such amounts and terms as set forth in the General Conditions of the Contract documents.

**7.6** Contractor's insurance policies, other than Workers Compensation and Employer's liability, shall name the Indemnified Parties as additional insured, and Contractor shall provide the Authority with a certificate of Insurance reflecting all required coverage.

**7.7** Authority states that it is an equal employment opportunity employer and that it does not discriminate against any person on the basis of race, color, religion, sex, national origin, or any other classification protected by state or federal law, or the ordinance of Hillsborough County or the City of Tampa.

**7.8** This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state or Federal courts shall be in Hillsborough County, Tampa Division. Venue for any action brought in Federal Court shall be in the Middle District of Florida, Tampa Division.



- 7.9 Notices:** All notices must be in writing and delivered in person by hand, by certified mail, or by email to the address listed on the front page of this Agreement. Notices not delivered by hand shall be deemed delivered upon expiration of five (5) days following the date mailed by certified mail or upon confirmation of delivery by email.
- 7.10 Document ownership:** Any presentations, reports or work papers produced under this Agreement shall be the sole property of Authority and may not be reproduced, used, or copied without the expressed permission of Authority, which permission may be granted or withheld in its sole discretion.
- 7.11 Records and Retention:** The original files and work materials relating to all services performed under this Agreement shall be maintained in a file onsite as designated by the Authority, through its Director of Stadium Operations.
- 7.12** Should any section or part of any section of this agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement
- 7.13** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, Contractor and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.
- 7.14 WAIVER OF JURY TRIAL. BOTH PARTIES HERETO DO HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY AS TO ANY DISPUTE RELATING TO THIS AGREEMENT.**

**7.15 CONTRACTOR'S DUTY UNDER PUBLIC RECORDS LAW**

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 PUBLICRECORDS@TAMPASPORTSAUTHORITY.COM, (813) 350-6515, OR 4201 N. DALE MABRY HWY, TAMPA, FLORIDA 33607.

Contractor shall comply with applicable public records laws and shall:

1. Keep and maintain public records required by the Authority to perform the service required under this Agreement.
2. Upon request from the Authority's custodian of public records, provide the Authority 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Authority.
4. Upon completion of the Agreement, transfer, at no cost, to the Authority all public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the service. If the Contractor transfers all public records to the Authority upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.
5. A request to inspect or copy public records relating to this contract must be made directly to the Authority. If the Authority does not possess the requested records, it shall immediately notify Contractor of the request, and Contractor must provide the records to the Authority or allow the records to be inspected or copied within a reasonable time.

6. If Contractor does not comply with the Authority's request for records, the Authority shall enforce these contract provisions in accordance with the Agreement.

7. If Contractor fails to provide requested public records to the Authority within a reasonable time, Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**7.16** Contractor offers and Owner hereby accepts the conditions provided under "Specifications/Scope of Work" which shall apply in addition to all other warranty provisions.

**7.17** Contractor acknowledges receipt of the latest Schedule of Events and agrees that it will conduct its operations so as not to interfere with or cause any obstruction or impedance thereto. Contractor shall coordinate with Owner so as to eliminate or at least minimize any Work-related activities on days of Events.

IN WITNESS WHEREOF, **Tampa Sports Authority** and \_\_\_\_\_ have caused these presents to be signed by their duly empowered and authorized officers all as of the day and year first above written.

**Tampa Sports Authority**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Seal)

Name of Contractor

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
(Seal)

**END OF OWNER-CONTRACTOR AGREEMENT**

ev:1-25-18

# Public Construction Bond

BY THIS BOND, We \_\_\_\_\_, as  
Principal and \_\_\_\_\_, a corporation as Surety, are  
bound to \_\_\_\_\_, herein called Owner, in the sum of  
(\$ \_\_\_\_\_), for payment of which we bind ourselves, our heirs, personal representatives,  
successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract dated \_\_\_\_\_, 2018, between  
Principal and Owner for construction of \_\_\_\_\_, the contract  
being made a part of this bond by reference, at the times and in the manner prescribed in the  
Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida  
Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by  
Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including  
appellate proceedings, that Owner sustains because of a default by Principal under the contract;  
and

4. Performs the guarantee of all work and materials furnished under the contract for the  
time specified in the contract then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with  
any formalities connected with the contract or the changes does not affect Surety's obligation  
under this bond.

DATED on \_\_\_\_\_, 2018

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY'S NAME

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

By: \_\_\_\_\_

As Attorney-in-Fact



## Owner's Certificate of Insurance

This certifies to the Addressee shown below that the following described policies, subject to their terms, conditions and exclusions, have been issued to:

For: \_\_\_\_\_ (Show name and address of insured)

Addressee: \_\_\_\_\_ (Show project name and/or number location)

Date \_\_\_\_\_

	KIND OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY
1(a)	Worker's Compensation		Statutory	
(b)	Employer's Liability	\$ _____		Each Accident
		\$ _____		Disease - Policy Limit
		\$ _____		Disease - Each Employee
2	Comprehensive General Liability	\$ _____		General Aggregate
	[ ] Claims Made	\$ _____		Products - Comp/Ops Aggregate
	[ ] Occurrence	\$ _____		Personal & Advertising Injury
	[ ] X, C, U Coverage	\$ _____		Each Occurrence
		\$ _____		Fire Damage (Any One Fire)
		\$ _____		Medical Expense (Any One Person)
3	Comprehensive Motor Vehicle Liability (Including Non-Owned & Hired) [ ]	\$ _____		Bodily Injury - Per Person
		\$ _____		Bodily Injury - Per Accident
		\$ _____		Property Damage
		\$ _____		Combined Single Limit
4	Umbrella or Excess Liability	\$ _____		Ea. Occurrence
		\$ _____		Aggregate

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Name of Insurance Company

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Address

---

Signature of Authorized Representative

---

Name of Agency

---

Address

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City and Telephone

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Agency Representative

In the event of change of coverage, or cancellation, or notice of intent not to renew any of the foregoing, 30 days prior written notice shall be given to the party to whom this certificate is addressed.

CERTIFICATE HOLDERS

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INSERT SWORN STATEMENT



**PART III**  
**CONDITIONS OF THE CONTRACT**

## **Index to Articles for the General Conditions**

Article 1	Contract Documents
Article 2	The Design Professional
Article 3	Owner
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Article 5	Work by Owner or By Separate Contractor's
Article 6	Miscellaneous Provisions
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Article 12	Uncovering and Correction of Work

## **Notice of Disclaimer**

TAKE NOTICE, that these General Conditions may contain language and Article or Paragraph headings or names which appear similar to or the same as the provisions of the "General Conditions of the Contract for Construction", published by the American Institute of Architects, AIA Document A-201, 1976 Edition.

TAKE NOTICE, however, that these General Conditions are substantially and materially different in many respects from the AIA Document A-201 and that certain additions, deletions or other modifications have been made to provisions similar to those contained in the AIA Document. This document, further, contains provisions which do not appear in the AIA document.

The use of any language or article or paragraph format similar to or the same as AIA Document A-201 does not constitute an endorsement by the American Institute of Architects of this document.

# General Conditions of the Contract for Construction

## Article 1

### Contract Documents

#### 1.1 DEFINITIONS

##### 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Purchase Order, the Conditions of the Contract (General, Supplementary and other Conditions), the Performance and Labor and Material Payment Bonds (if required), Bid Bond, the Drawings (if any), the Specifications, (if any) and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order issued pursuant to the provisions of the General Conditions, (3) a written order for a minor change in the Work issued by the OWNER'S REPRESENTATIVE (4) a Change Order to the Purchase Order. The Contract documents include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the CONTRACTOR'S Bid or portions of Addenda relating to any of these.

##### 1.1.2 THE CONTRACT

The Contract is the sum of all the Contract Documents. This Contract represents the entire and integrated agreement between the OWNER and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1 and notwithstanding anything contained in the Contract Documents to the contrary; there can be no increase in the Contract Sum or Time without an executed change order.

##### 1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor, supplies and other facilities or things necessary to produce such construction, and all materials, equipment, and supplies incorporated or to be incorporated in such construction.

##### 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

##### 1.1.5 FURNISH, INSTALL, PROVIDE:

The terms "Furnish" or "Install" or "Provide", unless specifically limited in context, mean: Furnishing and incorporating a specified item, product or material in the work, including all necessary labor, materials, equipment to perform the work required, ready for use.

#### 1.1.6 NOTICE

The term "Notice" as used herein shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to or at the last known business address of the person, firm or corporation for whom intended, or to his, their or its duly authorized agent, representative or officer; or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address and deposited in a United States mailbox.

#### 1.1.7 MISCELLANEOUS WORDS OR TERMS

Whenever they refer to the work or its performance, "Directed", "Required", "Permitted", "Ordered", "Designated", "Prescribed", and words of like import shall imply the direction, requirements, permission, order, designation or prescription of the OWNER, or OWNER'S REPRESENTATIVE, and "Approved", "Acceptable", "Satisfactory", "in the judgment of" and words of like import shall mean approved by or acceptable to or satisfactory to, in the judgment of the OWNER.

1.1.8 BIDDER: Any individual, company, corporation, partnership, or joint venture who submits a bid for work required as distinct from a sub-bidder who submits a bid to a prime bidder.

1.1.9 BIDDING DOCUMENTS: The Invitation to Bid, CONTRACTOR'S Qualification Statement, Instructions to Bidders, Sample Forms, Proposal, Specifications, Drawings and Addenda issued prior to receipt of bids.

1.1.10 DIRECTED, REQUIRED, ACCEPTABLE: When these words refer to work or its performance, "directed," "required," "permitted," "ordered," "designated," "prescribed," and words of like implication, mean "by direction of," "requirements of," "permission of," "order of," "designation of," or "prescription of" the OWNER'S REPRESENTATIVE. Likewise, "acceptable," "satisfactory," "in the judgment of," and words of like import, mean "recommended by," "acceptable to," "satisfactory to," or "in the judgment of" the OWNER'S REPRESENTATIVE.

1.1.11 AS SHOWN, AS INDICATED, AS DETAILED: These words, and words of like implication, refer to information contained by drawings describing the work, unless explicitly stated otherwise in other Contract Documents.

1.1.12 MANUFACTURER: An individual, company, or corporation who manufactures, fabricates, or assembles a standard product. A standard product is one that is not made to special design, and if furnished by either direct sale or by contract to the CONTRACTOR, Subcontractor or Vendor.

1.1.13 MATERIAL SUPPLIER OR VENDOR: A person or organization who supplies, but who is not responsible for the installation of, materials, products and equipment of a standard nature that are not specifically fabricated for this particular contract.

1.1.14 PLANS OR DRAWINGS: All drawings or reproduction of drawings pertaining to required work.

1.1.15 PRODUCT: The term 'product' includes materials, systems and equipment.

1.1.16 PROJECT MANUAL: The Project Manual includes the bidding requirements, Conditions of Contract and the specifications. Not all documents bound in the Manual are necessarily Contract Documents as described in Paragraph 1.1.1.

1.1.17 PROPOSAL: A complete and properly signed document whereby a bidder proposes to do the work or designated portion thereof for the sums stipulated therein, supported by data called for by the bidding requirements.

- 1.1.18 PROVIDE: As a directive to the CONTRACTOR, "provide" means "furnish and install completely".
- 1.1.19 SPECIFICATIONS: Descriptions, provisions and requirements, pertaining to method and manner of performing work, or to quantities and qualities of materials to be furnished under terms of the Contract.
- 1.2 EXECUTION, CORRELATION AND INTENT
- 1.2.1 The Contract Documents shall be signed in not less than four (4) copies by the OWNER and CONTRACTOR and each of which shall be deemed an original, but all of which shall constitute one and the same instrument. If either the OWNER or the CONTRACTOR or both do not sign the Contract Documents, then they shall be as described in Paragraph 1.1.1 and shall be identified by the OWNER'S REPRESENTATIVE.
- 1.2.2 By executing the Contract, the CONTRACTOR represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. CONTRACTOR further represents that all Design Drawings and specifications contain some minor errors and discrepancies. Such errors and discrepancies shall not form the basis of any claim by CONTRACTOR for defective design or breach of any implied warranties as to fitness of plans or specifications against OWNER.
- 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Performance by the CONTRACTOR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings unless otherwise specifically defined herein. The table of contents, index, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer.
- 1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings is for clarity only, and shall not control the CONTRACTOR in dividing the work among SubCONTRACTORS or in establishing the extent of Work to be performed by any trade. The CONTRACTOR may subcontract the Work in such divisions as he sees fit and he is ultimately responsible for furnishing all work shown on the drawings and/or in the specifications.
- 1.2.5 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the CONTRACTOR will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The OWNER-CONTRACTOR Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the OWNER'S REPRESENTATIVE whose decision thereon shall be final and conclusive.

- 1.2.6 The CONTRACTOR agrees that nothing contained in the Contract Documents or any contract between the OWNER or the OWNER'S REPRESENTATIVE shall create any contractual relationship between the OWNER'S REPRESENTATIVE or between the OWNER, OWNER'S REPRESENTATIVE, and any Subcontractor or Sub-SubCONTRACTORS. The CONTRACTOR acknowledges and agrees that this Contract is not intended to create, nor shall any provision be interpreted as creating, any contractual relationship between the OWNER or CONTRACTOR and any third parties.
- 1.2.7 The provisions of this Contract cannot be amended, modified, varied or waived by the OWNER or its agents or REPRESENTATIVE'S in any respect except by a Modification approved and executed by the Tampa Sports Authority. The CONTRACTOR is hereby given notice that no person has authority to orally waive, or to release the CONTRACTOR from any of the CONTRACTOR'S duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the CONTRACTOR shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the CONTRACTOR of the obligation to obtain any future waiver, approval or consent.
- 1.2.8 Any material or operation specified by reference to published specifications of a manufacturer, a society, an association, a code, or other published standard, shall comply with requirements of the listed document which is current on date of receipt of bids. In case of a conflict between referenced document and project specifications, project specifications shall govern. In case of a conflict between referenced documents, the one having more stringent requirements shall govern.
- 1.2.9 The CONTRACTOR, if requested, shall furnish an affidavit from manufacturer certifying that materials or product delivered to job meets requirements specified.
- 1.3 OWNERSHIP AND USE OF DOCUMENTS
- 1.3.1 All Drawings, Specifications and copies thereof furnished by the OWNER'S REPRESENTATIVE are and shall remain his property. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the OWNER'S REPRESENTATIVE on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the OWNER'S REPRESENTATIVE'S common law copyright or other reserved rights.
- 1.3.1.1 The CONTRACTOR will be furnished with five (5) copies of drawings and specifications free. Additional copies will be provided at cost.

### **End of Article 1**

## **Article 2**

### **The Design Professional**

#### 2.1 DEFINITIONS

- 2.1.1 The terms "DESIGN PROFESSIONAL" or "A/E" or "Architect" or "Engineer" as used or set forth in the Contract Documents, shall mean the entity and its consulting firm or agencies, or their duly authorized REPRESENTATIVES, that is responsible for designing or engineering the work, and

performing the activities specified herein, as identified in the OWNER-CONTRACTOR Agreement, including any consulting-engineers or SubCONTRACTORS to said entity or firm. Such firm or agency and its REPRESENTATIVE'S shall act severally within the scope of particular duties entrusted to them, unless otherwise provided for in the Contract.

## 2.2 SERVICES OF THE DESIGN PROFESSIONAL

- 2.2.1 The DESIGN PROFESSIONAL will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. The DESIGN PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, but it shall make as many inspections as may reasonably be required to fulfill its obligations to the OWNER. On the basis of such on-site observations, the DESIGN PROFESSIONAL shall endeavor to guard the OWNER against defects and deficiencies in the Work of the CONTRACTOR.
- 2.2.2 The DESIGN PROFESSIONAL will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The OWNER'S REPRESENTATIVE will not be responsible for or have control or charge over the acts or omissions of the CONTRACTOR, SubCONTRACTORS, or any of their agents or employees, or any other persons performing any of the Work.
- 2.2.3 The DESIGN PROFESSIONAL shall at all times have access to the work wherever it is in preparation or progress. The CONTRACTOR shall provide safe facilities for such access so the DESIGN PROFESSIONAL may perform his functions under the Contract Documents.
- 2.2.4 The DESIGN PROFESSIONAL has the authority to condemn or reject work on behalf of the OWNER when, in its opinion, the work does not conform to the Contract Documents.
- 2.2.5 The DESIGN PROFESSIONAL or OWNER'S REPRESENTATIVE will review CONTRACTOR'S submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and for general compliance with the Contract Documents.
- 2.2.6 The DESIGN PROFESSIONAL, OWNER'S REPRESENTATIVE and the OWNER will conduct inspections to determine the dates of Substantial Completion and Final Completion.

## **End of Article 2**

## **Article 3**

### **Owner**

#### 3.1 DEFINITION

- 3.1.1 The OWNER is the person or entity identified as such in the OWNER-CONTRACTOR Agreement and is referred to throughout the Contract.

- 3.1.2 OWNER: **Tampa Sports Authority  
4201 North Dale Mabry  
Tampa, Florida 33607**

#### 3.2 OWNER'S REPRESENTATIVE



- 3.2.1 DESIGN PROFESSIONAL (if applicable) may assist and advise the OWNER during Project construction and until the issuance of the final Certificate for Payment. The OWNER must approve all Change Orders and payments to the CONTRACTOR. In absence of a DESIGN PROFESSIONAL, the OWNER'S REPRESENTATIVE duties shall be carried out by a project manager assigned by the OWNER, (Tampa Sports Authority).
- 3.3 INFORMATION, SERVICES AND RIGHTS OF THE OWNER
- 3.3.1 The OWNER'S REPRESENTATIVE, will provide administration of the Contract as hereinafter described.
- 3.3.2 The OWNER and the OWNER'S REPRESENTATIVE shall at all times have access to the Work whenever it is in preparation or progress. The CONTRACTOR shall provide safe facilities for such access.
- 3.3.3 The OWNER and the OWNER'S REPRESENTATIVE shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents.
- 3.4 OWNER'S RIGHT TO STOP OR TO SUSPEND THE WORK
- 3.4.1 If the CONTRACTOR fails to correct defective Work or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the OWNER'S REPRESENTATIVE by a written order may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- 3.4.2 The OWNER'S REPRESENTATIVE may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the OWNER.
- 3.4.3 In the event of a suspension of work or delay or interruption of work, the CONTRACTOR will and will cause his SubCONTRACTORS to protect carefully his, and their, materials and work against damage or injury from the weather and maintain completed and uncompleted portions of the work as required by the Contract Documents. If, in the opinion of the OWNER'S REPRESENTATIVE, any work or material shall have been damaged or injured by reason of failure on the part of the CONTRACTOR or any of his SubCONTRACTORS to so protect same, such work and materials shall be removed and replaced at the expense of the CONTRACTOR.
- 3.5 OWNER'S RIGHT TO CARRY OUT THE WORK
- 3.5.1 If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the OWNER'S REPRESENTATIVE, to commence and continue correction of such default or neglect with diligence and promptness, the OWNER may, after seven days following receipt by the CONTRACTOR of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies and may further elect to complete all Work thereafter through such means as the OWNER may select, including the use of a new CONTRACTOR. In such case the OWNER shall provide notice to the CONTRACTOR'S surety (if applicable) and an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CONTRACTOR. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the OWNER. Notwithstanding the OWNER'S right to carry out a portion of the work, maintenance and protection of the work remains the CONTRACTOR'S and Surety's responsibility as provided for in the Performance Bond and Guarantee of CONTRACTOR.
- 3.5.2 Whenever CONTRACTOR shall be, and is declared by OWNER to be, in default under the Contract the OWNER having performed OWNER'S obligations thereunder, the Surety (if Project

covered by a Performance Bond) shall promptly remedy the default, or shall promptly.

1. Complete the Contract in accordance with its terms and conditions, or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Surety to complete the Work and provide any required warranty work on service.

### **End of Article 3**

## **Article 4**

### **Contractor**

#### 4.1 DEFINITION

- 4.1.1 The CONTRACTOR is the person or organization identified as such in the OWNER-CONTRACTOR Agreement. The term CONTRACTOR means the CONTRACTOR or its authorized representative, who shall have authority to bind the CONTRACTOR in all matters pertinent to this Contract.

#### 4.2 REVIEW OF CONTRACT DOCUMENTS

- 4.2.1 Before placing the proposal to the OWNER, and continuously after execution of the Contract, the CONTRACTOR shall carefully study and compare the Contract Documents and shall at once report to the OWNER through the OWNER'S REPRESENTATIVE any error, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work.

#### 4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.3.1 The CONTRACTOR shall supervise and direct the Work, using its best skill and attention and shall have a Superintendent present on the job fulltime if OWNER requests. The CONTRACTOR shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.
- 4.3.2 The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of its employees, SubCONTRACTORS and Sub- SubCONTRACTORS, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the CONTRACTOR.

- 4.3.3 The CONTRACTOR shall employ no plant, equipment, materials, methods or persons to which the OWNER'S REPRESENTATIVE have a reasonable objection.

#### 4.4 CONTRACTOR'S REPRESENTATIONS

- 4.4.1 By entering into this Contract with the OWNER, the CONTRACTOR represents and warrants the following, together with all other representations and warranties in the Contract Documents:

1. that he is experienced in and competent to perform the type of work required and to furnish the plant, materials, supplies or equipment to be so performed or furnished by

him;

2. that he is financially solvent, able to pay his debts as they mature, and possessed of sufficient working capital to initiate and complete the Work required under the Contract;
3. that he is familiar with all Federal, State, County, municipal and department laws, ordinances, permits, regulations and resolutions which may in any way affect the Work or those employed therein, including but not limited to any special laws or regulations relating to the Work or any part thereof;
4. that such temporary and permanent work required by the Contract Documents which is to be done by him will be satisfactorily constructed and fit for use for its intended purpose and that such construction will not injure any person, or damage any property;
5. that he has carefully examined the Contract Documents and the site of the Work and that from his own investigations, he has satisfied himself and made himself familiar with: (1) the nature and location of the Work; (2) the character, legal limits, quality and quantity of surface and subsurface materials likely to be encountered, including, but not limited to, all structures and obstructions on or at the project site, both natural and man-made; (3) the character of equipment and other facilities needed for the performance of the Work; (4) the general and local conditions including without limitation its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (5) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the work in the manner required by the Contract Documents; and (6) all other matters or things which could in any manner affect the performance of the Work;
6. that he will fully comply with all requirements of the Contract Documents;
7. that he will perform the Work consistent with good workmanship, sound business practice, and in the most expeditious and economical manner consistent with the best interests of the OWNER;
8. that he will furnish efficient business administration and experienced superintendence and an adequate supply of workmen, equipment, tools and materials at all times;
9. that he has carefully reviewed the Work required and that the Work can be planned and executed in a normal and orderly sequence of Work and reasonably scheduled so as to ensure completion of the work in accordance with the Contract Documents, allowing for normal and reasonably foreseeable weather, labor and other delays, interruptions and disruptions of the Work;
10. that he will complete the Work within the Contract Time and all portions thereof within any required Contract milestones; and
11. that his Contract price is based upon the labor, materials, systems and equipment required by or reasonably inferable from the Contract Documents, without exception.

#### 4.5 LABOR AND MATERIALS

- 4.5.1 Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Final payment will not be made until the Work is so completed.

- 4.5.2 The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit Subcontractor or person or anyone not skilled in the task assigned to him. The OWNER may, by notice in writing, require the CONTRACTOR to remove from the work any Subcontractor or employee the OWNER deems incompetent, careless or otherwise objectionable and CONTRACTOR shall provide for this contingency in his Subcontracts.
- 4.5.3 The CONTRACTOR shall be responsible for ensuring that the work is completed in a skillful and workmanlike manner.
- 4.6 WARRANTY
- 4.6.1 The CONTRACTOR warrants to the OWNER, and the OWNER'S REPRESENTATIVE that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all workmanship will be of first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Materials and workmanship shall be guaranteed for a period of one year from the date of Substantial Completion, unless otherwise specified herein and/or superseded by manufacturers' warranties of a greater duration. All labor, including premium time, required to honor such warranty will be provided without charge to the OWNER. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the OWNER'S REPRESENTATIVE, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 13.
- 4.6.2 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract documents, the CONTRACTOR shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the OWNER to do so at no cost to the OWNER, including any premium labor time. The OWNER shall give such notice with reasonable promptness after discovery of the condition. As long as notification of defective work is reported within the warranty period, such work shall be corrected, even if actual correction occurs outside the warranty period.
- 4.6.3 If at any time latent deficiencies in the Work are discovered, the CONTRACTOR will be liable for replacement or correction of such Work and any damages which OWNER has incurred related thereto, regardless of the time limit of any guarantee or warranty.
- 4.7 TAXES
- 4.7.1 The CONTRACTOR shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the CONTRACTOR which are legally enacted at the time bids are received, whether or not yet effective. OWNER reserves the right to delete portions of the Work and to direct purchase materials to realize a tax savings.
- 4.8 PERMITS, FEES AND NOTICES
- 4.8.1 CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are legally required at the time the bids are received. The total cost of the permits will be paid by the CONTRACTOR.
- 4.8.2 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

#### 4.9 SUPERINTENDENT

4.9.1 The CONTRACTOR shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site FULL TIME during the progress of the Work if requested by OWNER.

4.10 The OWNER may, at its sole discretion and for any reason, other than when it becomes apparent to the OWNER'S REPRESENTATIVE or OWNER that the Work will not be completed within the required Milestone or Completion dates, require the CONTRACTOR to accelerate the Schedule of Performance by providing overtime, Saturday, Sunday and/or holiday work and/or by having all or any SubCONTRACTORS designated by the OWNER provide overtime, Saturday, Sunday, and/or holiday work. In the event that the OWNER requires such acceleration a Change Order shall be issued.

#### 4.11 USE OF SITE

4.11.1 The CONTRACTOR shall confine operations at the site to areas provided by the OWNER. The CONTRACTOR shall not unreasonably encumber the site, with any materials, equipment or trailers nor shall he block the entrances or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the Work and/or properties, storage areas, areas of other facilities that are adjacent to the work site. If the CONTRACTOR fails or refuses to move said material, equipment or trailers within 24 hours of notification by the OWNER, through the OWNER'S REPRESENTATIVE, to so do, the OWNER shall have the right, without further notice, to remove, at the expense, any material, equipment and/or trailers which the OWNER deems are in violation of CONTRACTOR'S this paragraph.

#### 4.12 CUTTING AND PATCHING OF WORK

4.12.1 Existing structures and facilities including but not limited to building, utilities, topography, streets, curbs, walks, etc., that are damaged or removed due to required excavations or other construction work, shall be patched, repaired or replaced by the CONTRACTOR to satisfaction of the OWNER'S REPRESENTATIVE and the OWNER of such structures and facilities and authorities having jurisdiction . to its previous condition In event the local jurisdictional authorities require that such repairing and patching be done with their own labor and materials, the CONTRACTOR shall abide by such regulations and pay for such work.

#### 4.13 CLEANING UP

4.13.1 The CONTRACTOR at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work each day and before Final Payment is made, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

4.13.2 If the CONTRACTOR fails to clean up during or at the completion of the Work at the request of the OWNER or otherwise, the OWNER may do so as provided in Paragraph 6.3 and the cost thereof shall be charged to the CONTRACTOR.

#### 4.14 INDEMNIFICATION

4.14.1 To the fullest extent permitted by law, the CONTRACTOR shall, at his sole cost and expense, indemnify, defend, and hold harmless the OWNER, the OWNER'S REPRESENTATIVE and their agents, REPRESENTATIVE'S, and employees from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, action, judgment, cost, liability, penalty, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the

Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.21. CONTRACTOR specifically agrees that it has included Fifty Dollars (\$50.00) in its bid price, over and above what it otherwise would have bid, to compensate CONTRACTOR for all indemnity obligations contained in the Contract Documents.

#### **End of Article 4**

### **Article 5**

## **Work By Owner Or By Separate CONTRACTORS**

#### 5.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

5.1.1 The OWNER reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

#### 5.2 MUTUAL RESPONSIBILITY

5.2.1 The CONTRACTOR shall afford other CONTRACTOR'S, the OWNER'S REPRESENTATIVE and the OWNER reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate the Work with that of the OWNER'S, the OWNER'S REPRESENTATIVE and other CONTRACTOR'S to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly or unreasonably interfere with the progress of the Work or the work of any other CONTRACTOR'S

5.2.2 Should the CONTRACTOR cause damage to the work or property of the OWNER or of any separate CONTRACTOR on the Project, or to other work on the Site, or delay or interfere with the OWNER'S work on ongoing operations or facilities or adjacent facilities or said separate work, the CONTRACTOR shall be liable for the same.

#### 5.3 COORDINATION OF THE WORK

5.3.1 By entering into this contract, CONTRACTOR acknowledges that there may be other CONTRACTOR'S on the site whose work will be coordinated with that of his own. CONTRACTOR expressly warrants and guarantees that he will cooperate with other CONTRACTOR'S and will do nothing to delay, hinder or interfere with the work of other separate CONTRACTOR'S, the OWNER or OWNER'S REPRESENTATIVE. CONTRACTOR also expressly agrees that, in the event his work is hindered, delayed, interfered with or otherwise affected by a separate Contractor, his sole remedy will be a direct action against the separate CONTRACTOR. CONTRACTOR will have no remedy, and hereby expressly waives and releases any remedy, against the OWNER and/or the OWNER'S REPRESENTATIVE on account of delay, hindrance, interference or other event caused by a separate CONTRACTOR.

#### **End of Article 5**

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## **Article 6**

### **Miscellaneous Provisions**

#### 6.1 GOVERNING LAW

6.1.1 Unless otherwise provided in the Contract Documents, the Contract shall be governed by the law of the State of Florida. The sole and exclusive venue for any litigation arising from or related to this Contract, shall be in Hillsborough County, Florida.

6.1.2 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly or fully inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

#### 6.2 SUCCESSORS AND ASSIGNS

6.2.1 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns and legal REPRESENTATIVE'S to the other party hereto and to the partners, successors, assigns and legal REPRESENTATIVE'S of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The CONTRACTOR shall not assign the Contract or sublet it as a whole without the written consent of the OWNER, nor shall the CONTRACTOR assign any moneys due or to become due to him hereunder, without the previous written consent of the OWNER and the CONTRACTOR'S Surety.

#### 6.3 CLAIMS AND DAMAGES

6.3.1 Should the CONTRACTOR suffer injury or damage to person or property because of any act or omission of the OWNER or OWNER'S REPRESENTATIVE, or of any of their employees, agents or others for whose acts either is legally liable, notice of same shall be given in writing to the OWNER within 25 days after the first observance of such injury or damage; otherwise, the CONTRACTOR shall have waived and released any and all rights he may have against the OWNER, the OWNER'S REPRESENTATIVE, or their employees, REPRESENTATIVE'S and agents which are not otherwise covered by CONTRACTOR'S indemnity obligations set forth in the Contract Documents.

#### 6.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND (If Required)

6.4.1 The CONTRACTOR shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations and damages arising thereunder whether same be direct or indirect, real or consequential in a form and with a surety satisfactory to the OWNER. It is expressly agreed that the Surety shall be responsible for any delay or liquidated damages assessed against CONTRACTOR.

6.4.2 The CONTRACTOR is required to furnish in duplicate a Performance Bond and a Labor and Material Payment Bond, each in the amount of one-hundred and ten percent (100%) of the Contract sum.

### **End of Article 6**

## **Article 7**

### **Time**

#### **7.1 DEFINITIONS**

- 7.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Final Completion of the Work, including authorized adjustments thereto. The CONTRACTOR shall complete his Work within Contract Time.
- 7.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the OWNER-CONTRACTOR Agreement, Purchase Order or such other date as may be established therein. The CONTRACTOR shall not mobilize, commence Work or store materials or equipment on site until: (1) written Notice to Proceed is issued; (2) all bonds and Certificates of Insurance have been executed, delivered to and accepted by the OWNER; (3) or until the CONTRACTOR otherwise receives the OWNER'S or OWNER'S REPRESENTATIVE'S written consent.
- 7.1.3 The Date of Substantial Completion of the Work is the Date certified by the OWNER'S REPRESENTATIVE when the Work is sufficiently complete, in accordance with the Contract Documents, so the OWNER can fully occupy and utilize the Work for the use for which it is intended. Only incidental corrective work and any final cleaning beyond that needed for the OWNER'S full use may remain for final completion.
- 7.1.4 The date of Final Completion of the Work is the date certified by the OWNER'S REPRESENTATIVE and the OWNER when the Work is totally complete, to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents and the OWNER may fully occupy and utilize all of the Work for the use for which it is intended.

#### **7.2 DELAYS AND EXTENSIONS OF TIME**

- 7.2.1 The time during which the CONTRACTOR is delayed in the performance of the Work, by the acts or omissions of the OWNER, the OWNER'S REPRESENTATIVE or their employees or agents, acts of god, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, or other conditions beyond the CONTRACTOR'S control and which the CONTRACTOR could not reasonably have foreseen and provided against, shall be added to the time for completion of the Work.
- 7.2.2 For the purpose of this contract, the CONTRACTOR agrees he may expect inclement weather during the execution of this Contract. Time extensions may be granted but no change in Contract Sum will be authorized because of adjustment in Contract Time due to weather.
- 7.3 Time is of the essence in the performance of this contract.

### **End Of Article 7**



## Article 8

### **Payments and Completion**

#### 8.1 CONTRACT SUM

8.1.1 The Contract Sum is stated in the OWNER-CONTRACTOR Agreement and, including authorized adjustments thereto, is the total amount payable by the OWNER to the CONTRACTOR for the performance of the Work under the Contract Documents.

#### 8.2 APPLICATIONS FOR PAYMENT

8.2.1 All progress payments may be subject to a ten percent (10%) retainage at discretion of OWNER. Retainage may be withheld for deficiencies including, but not limited to, schedule slippage, delinquent submittals, subcontractor nonpayment (regardless of fault) or defective work. Retainage shall be released after completion of Punch List work and in the Final Payment after final acceptance of the Work by the OWNER.

8.2.3 Payments may be made by the OWNER at his discretion, on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site by the CONTRACTOR. Payments for materials or equipment stored on the site shall only be considered upon submission of the CONTRACTOR of satisfactory evidence (for example, releases or paid invoices from the Seller) that he has acquired title to such material, that it will be utilized on the Work under this Contract and that it is satisfactorily stored, protected, and insured or that other procedures satisfactory to the OWNER that will protect the OWNER'S interests have been taken. Materials once paid for by the OWNER become the property of the OWNER and may not be removed from the work site without the OWNER'S written permission.

8.2.3.3 Unless otherwise provided for elsewhere in the Contract Documents, no payments will be made for any materials or equipment stored off or away from the Work Site.

#### 8.3 PROGRESS PAYMENTS

8.3.1 After an invoice or payment request has been issued, the OWNER shall make payment in the manner and within the time provided by Florida Statutes.

8.3.2 No progress payment, nor any partial or entire use or occupancy of the Project by the OWNER, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

8.3.3 CONTRACTOR acknowledges that he may not lien OWNER'S interest in the Project site, pursuant to Florida law whereas the OWNER as a public entity is exempt from such law. CONTRACTOR agrees to advise all SubCONTRACTORS and materialmen of the non-lienable nature of the project and to further furnish each such person or entity a copy of the Labor and Material Payment Bond for the project. As such, filing of Notice To Owner shall not be required or binding.

#### 8.4 PAYMENTS WITHHELD

8.4.1 The OWNER may decline to certify payment and may withhold payment in whole or in part, to the extent necessary reasonably to protect the OWNER from loss, because of:

1. defective work not remedied,
2. damage to the OWNER or another CONTRACTOR,
6. reasonable evidence that the Work will not be completed within the Contract Time,

7. failure or refusal of the CONTRACTOR to carry out the Work in accordance with or to otherwise substantially or materially comply with the Contract Documents,
  8. failure or refusal of the CONTRACTOR to properly schedule and coordinate the Work,
- 8.4.2 When the above grounds in Subparagraph 9.4.1 are removed, payment shall be made for amounts withheld because of them.

#### 8.5 SUBSTANTIAL COMPLETION AND DEVELOPMENT OF PUNCHLIST

- 8.5.1 When the CONTRACTOR considers that the Work is substantially complete, it shall notify the OWNER that the Project is Substantially Complete and request the OWNER inspect the Work and issue a Certificate of Substantial Completion.
- 8.5.2 The acceptance of any Substantial Completion payment shall constitute a waiver and full release of all claims by the CONTRACTOR except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the Application for Payment for Substantial Completion, and except for the retainage sums due at final completion and acceptance.
- 8.5.3 The CONTRACTOR shall have **thirty (30) days** unless otherwise agreed upon, from the Date of Substantial Completion to complete all items on the inspection report to the satisfaction of the OWNER.
- 8.5.4 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the project by the OWNER, and the CONTRACTOR is not relieved of any responsibility for the project except as specifically stated in the Certificate of Substantial Completion.
- 8.5.5 Upon completion of all items on Punch List, the CONTRACTOR may submit a payment request for all remaining retainage. If a good-faith dispute exists as to whether one or more items identified on the list have been completed, OWNER 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 of retainage may be requested by the CONTRACTOR in its Application for Final Payment after Final Acceptance of the Work by OWNER.

#### 8.6 FINAL COMPLETION AND FINAL PAYMENT

- 8.6.1 Upon receipt of the documentation required by Paragraph 9.5, and of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the OWNER will promptly make such inspection and issue a final Certificate of Payment stating the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the CONTRACTOR is due and payable.
- 8.6.2 The acceptance of final payment shall constitute a waiver and release of all claims by the CONTRACTOR.

### **End of Article 8**

## **Article 9**

### **Protection of Persons and Property**

#### 9.1 SAFETY PRECAUTIONS AND PROGRAMS

9.1.1 Neither the OWNER, the OWNER'S REPRESENTATIVE, nor their agents, employees or REPRESENTATIVE'S are responsible for the means, methods, techniques, sequences or procedures utilized by the CONTRACTOR, or for safety precautions and programs in connection with the Work. The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising the means, methods, techniques, sequences, procedures and all safety precautions and programs in connection with the Work. This requirement applies continuously throughout the Contract performance, until Final Payment is made, and is not limited to regular working hours.

#### 9.2 SAFETY OF PERSONS AND PROPERTY

9.2.1 The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss

9.2.2.1 The CONTRACTOR shall at all times safely guard the OWNER'S property from injury or losses in connection with the Contract. He shall at all times safely guard and protect his own work and adjacent property as provided by law and the Contract Documents, from damage. All passageways, guard fences, lights and other facilities required for protection by applicable safety regulations must be provided and maintained by the CONTRACTOR.

9.2.3 The CONTRACTOR shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying OWNER'S and users of adjacent utilities.

9.2.4 The CONTRACTOR shall return all improvements on or about the site and adjacent property which are not shown to be altered, removed or otherwise changed to conditions which existed prior to starting work.

9.2.4 The CONTRACTOR shall not load or permit any part of the Work to be loaded so as to endanger its safety.

9.2.6 Notification to the CONTRACTOR by the OWNER or the OWNER'S REPRESENTATIVE of a safety violation will in no way relieve the CONTRACTOR of sole and complete responsibility for the correctness of said violation or of sole liability for the consequences of said violation.

#### 9.3 EMERGENCIES

9.3.1 In any emergency affecting the safety of persons or property, the CONTRACTOR shall act, at his discretion, to prevent threatened damage, injury or loss. The CONTRACTOR shall notify the OWNER and the OWNER'S REPRESENTATIVE of the situation and all actions taken immediately thereafter. If, in the opinion of the CONTRACTOR, immediate action is not required, the CONTRACTOR shall notify the OWNER and OWNER'S REPRESENTATIVE of the emergency situation and proceed in accordance with the OWNER'S or OWNER'S REPRESENTATIVE'S instructions. Provided, however, if any loss, damage, injury or death occurs that could have been prevented by the CONTRACTOR'S prompt and immediate action, the CONTRACTOR shall be fully liable for all costs, damages, claims, actions, suits, attorney's fees and all other expenses arising therefrom or relating thereto. Any additional compensation or extension of time claimed by the CONTRACTOR on account of emergency work shall be determined as provided in Article 11 for Changes in the Work.

**End of Article 9**

**Article 10**

**Insurance**

10.1 CONTRACTOR'S LIABILITY INSURANCE

10.1.1 The CONTRACTOR shall purchase and maintain in companies acceptable to the OWNER, as will protect him, the OWNER or the OWNER'S REPRESENTATIVE and their agents, REPRESENTATIVE'S, and employees from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts (with Workmen's Compensation and Employer's Liability Insurance in amounts not less than those necessary to meet the statutory requirements of the state having jurisdiction over the Work);
2. claims for damages because of bodily injury, sickness or disease, or death of his employees; the CONTRACTOR will require his SubCONTRACTORS to similarly provide Workmen's Compensation Insurance for all of the latter's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

10.2 GENERAL INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor shall provide, pay for, and maintain, or cause to be maintained, with insurance companies satisfactory to the Authority, the types of insurance described herein.

1. All insurance shall be from responsible insurance companies acceptable to the Authority and eligible to do business in the State of Florida. The required Policies of insurance shall be performable in Hillsborough County, Florida, and shall be constructed in accordance with the laws of the State of Florida.
2. All required liability policies shall provide that the Authority and the City of Tampa, Hillsborough County BOCC, and RJS Stadium A Commercial Condominium is an additional insured as to the operations of the Contractor under this Contract and shall also provide the "Severability of Interest" provision in favor of the Authority (a/k/a "Separation of Insureds" provision).
3. The Contractor shall deliver to the Authority, within seven (7) days from the receipt of a notice of award of the Contract, properly executed "Certificate(s) of Insurance," on forms furnished by the Authority, setting forth the insurance coverages and limits required

herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company/companies shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided to the Authority, on a timely basis, if requested by the Authority.

4. If within seven (7) days after Contractor's receipt of a notice of award, the Contractor refuses or otherwise neglects to deliver the required Certificate of Insurance, personally, or fails to furnish the required original Performance and Payment Bonds (or acceptable alternative forms of security, if authorized herein), then the amount of the Contractor's bid security (Bid Bond, cash or other security acceptable to the Authority) may be forfeited and the award rescinded, at the sole discretion of the Authority. In such event, no plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Contractor for the recovery of its bid security or as a defense to any action based upon the neglect or refusal to furnish the required Payment and Performance Bonds and Certificate of Insurance.
5. The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon knowledge of the impairment. If at any time the Authority requests a written statement for the insurance company (ies) as to any impairments to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the Authority.
6. The Contractor authorizes the Authority and its Insurance Consultant to confirm all information furnished to the Authority, as to its compliance with its Bonds and Insurance Requirements with the Contractor's insurance agents, brokers, surety, and insurance carriers.
7. All required insurance coverages of the Contractor or its contractors shall be primary to any insurance or self-insurance program carried by the Authority. The Authority's insurance or self-insurance programs or coverages shall not be contributory with any insurance required of the Contractor or its contractors in this Contract.
8. The acceptance of delivery to the Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in the Contract does not constitute approval or agreement by the Authority that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with the Contract requirements.
9. No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the Authority.
10. The insurance coverages and limits required of the Contractor under this Contract are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for the Contractor.
11. Should the Contractor's Commercial General Liability, Business Automobile Liability or Employers' Liability Insurance Policies provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the Authority, to provide, pay for, and maintain a surety bond acceptable to the Authority from an insurance company acceptable to the Authority (or a standby irrevocable Letter of Credit acceptable to the Authority) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention, Said guarantee is to continue for four (4) years following completion of the Work.

12. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
13. All policies of insurance required herein shall require that the insurer give the Authority thirty (30) days advanced written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in this Contract, except for the application of the Aggregate Limits Provisions. Such notice shall be delivered by certified or registered mail, return receipt required. Proof of mailing is not acceptable.
14. Renewal Certificate(s) of Insurance on the Authority's form shall be provided to the Authority at least ten (10) days prior to expiration of current coverages so that there shall be no interruption in the work due to lack of proof of the insurance coverages required of the Contractor in the Contract.
15. If the Contractor fails to provide or maintain the insurance coverages required in this Contract at any time during the term of the Contract, the Authority may terminate or suspend this Contract, or, at the Authority's sole discretion, be authorized to purchase such coverages and charge the Contractor for such coverages purchased plus 15% for administrative cost. The Authority shall be under no obligation to purchase such insurance or be responsible for the coverages purchased or the financial stability or responsibility of the insurance company used. The decision of the Authority to purchase such insurance coverages shall in no way be construed as a waiver of its rights under this Contract.
16. All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the Authority.
17. The amounts and types of insurance shall conform to the following minimum requirements. Current Insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

### 10.3 SPECIFIC INSURANCE REQUIREMENTS

A **Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the term of this Contract by the Contractor for all the Contractor's employees engaged in this work under this Contract, in accordance with the laws of the State of Florida, and, if applicable to the Work involved, shall include Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. The amount of the Employers' Liability Insurance shall not be less than:

<b>Workers' Compensation</b>	<b>Florida Statutory Requirements</b>
<b>Employers' Liability:</b>	<b>\$100,000 Limit Each Accident</b>
	<b>\$500,000 Limit Disease Aggregate</b>
	<b>\$100,000 Limit Disease Each Employee</b>

B. **Commercial General Liability Insurance** shall be maintained by the Licensee. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for the Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Products & Completed Operations Coverage and shall not exclude coverage for the "X" (explosion), "C" (collapse) and "U" (underground) Property Damage Liability exposures. Limits of Coverage shall not be less than:

**Bodily Injury, Personal Injury, & Property Damage Liability:**

**\$1,000,000 Combined Single Limit Each Occurrence and Aggregate**

**\$1,000,000 Each occurrence and Aggregate for Liability under this Specific Agreement. The Aggregate limits shall be separately applicable to this specific event.**

Should the Licensee's General Liability Insurance be written or renewed on the Comprehensive General Liability Form, then the limits of coverage required shall not be less than:

**Bodily Injury, Personal Injury & Property Damage Liability:**

**\$1,000,000 Combined Single Limit Each Occurrence**

- C. **Automobile Liability Insurance** shall be maintained by the Licensee as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles to be used for the event with limits of not less than:

**Bodily Injury & Property Damage Liability:**

**\$1,000,000 Combined Single Limit Each Occurrence**

- D. **Umbrella Liability Insurance or Excess Liability Insurance** shall be maintained in force during the term of this Contract by the Contractor providing the same coverages and limits as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages, and shall not be less than \$2,000,000.00 each occurrence and aggregate if the aggregate limit is separately applicable to this specific project, or \$5,000,000.00 each occurrence and aggregate if the aggregate limit is not separately applicable to this specific project.
- E. **Owner's protective Liability Insurance**, specific to this project, shall be maintained during the term of this Contract by the Contractor with the Authority as the named insured in a separate original policy. acceptable to the Authority, which shall be furnished to the Authority prior to the Notice to Proceed and shall be on the Occurrence Form. The coverage shall also include liability for acts of the Contractor's contractors, subcontractors and subordinate subcontractors. The limit of coverage shall not be less than:

Bodily Injury & Property Damage Liability \$1,000,000.00 Combined Single Limit Each Accident

- F. **Builders Risk Insurance** acceptable to the Authority shall be purchased and maintained by the Contractor for the replacement cost value of the project with any sublimits or deductibles subject to the written approval of the Authority, and shall include all Authority Direct Materials Purchases. Coverage shall be on an "All Risk" type form, including Flood & Earthquake perils, acceptable to the Authority providing for permission from the insurance company for occupancy prior to completion and acceptance of the project. The policy shall be noncancelable unless 90 days advanced notice is received by the Authority by certified or registered mail with the policy endorsed accordingly. Transportation Coverage acceptable to the Authority shall be included as to coverages, deductibles and amount. The policy shall be written for the estimated time for construction and shall contain an endorsement providing for extension of the policy up to one year if construction is not completed on time for any reason for the same coverage and pro-rata additional premium cost. The additional premium cost for extension of the policy which is caused by the Contractor, its subcontractors or their subcontractors shall be paid by the Contractor. The policy must be endorsed to provide that any loss payment by the insurance company will be made to the Authority only for the benefit of all concerned insureds, whose interests are involved at the time of the loss. The original Builders Risk Policy and five certified, true and exact copies shall be furnished to the Authority prior to any work being started under this Contract. The Builders Risk insurance company/companies shall endorse the policy waiving its rights of subrogation against the Authority, Contractor, Contractor's subcontractors and their

subcontractors and subordinate subcontractors.

#### 10.4 EFFECT OF SUBMISSION OF CERTIFICATES

10.4.1 The OWNER and OWNER'S REPRESENTATIVE shall be under no obligation to review any Certificates of Insurance provided by the CONTRACTOR or to check or verify the CONTRACTOR'S compliance with any and all requirements regarding insurance imposed by the Contract Documents. The CONTRACTOR is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by the CONTRACTOR not comply with any and all requirements regarding insurance imposed by the Contract Documents.

#### 10.5 FAILURE OF COMPLIANCE

10.5.1 Should the CONTRACTOR fail to provide and maintain in force any and all insurance, or insurance coverage required by the Contract Documents or by law, or should a dispute arise between OWNER and any insurance company of CONTRACTOR over policy coverage or limits of liability as required herein, the OWNER shall be entitled to recover from the CONTRACTOR all amounts payable, as a matter of law, to OWNER or any other parties, including but not limited to the OWNER'S REPRESENTATIVE, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to interest for the loss of use of such amounts of money, plus all attorney's fees, costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the CONTRACTOR or insurance company to comply with the provisions of the Contract Documents, or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which CONTRACTOR is responsible as a matter of law.

### **End of Article 10**

## **Article 11**

### **Changes in the Work**

#### 11.1 CHANGE ORDERS

11.1.1 The OWNER may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work or add to the Work within the general scope of the Contract.

11.2 OWNER DIRECTED CHANGES REQUIRING AN INCREASE IN CONTRACT SUM. No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order.

#### 11.3 CONTRACTOR NOTICE OF CHANGE

11.3.1 If the CONTRACTOR asserts that any event or occurrence has caused a change in or addition to the Work which change causes an increase or decrease in the CONTRACTOR'S cost or the time required for the performance of any part of the Work under the Contract, including Work not affected directly by the change, the CONTRACTOR shall give the OWNER written notice. Said notice shall include the instructions or circumstances that are the basis of the claim and the CONTRACTOR'S best estimate of the cost and time involved.

#### 11.4 DIFFERING SITE CONDITIONS



- 11.4.1 Should the CONTRACTOR encounter subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, he shall immediately give notice to the OWNER'S REPRESENTATIVE of such conditions before they are disturbed. The OWNER'S REPRESENTATIVE and the OWNER'S REPRESENTATIVE shall thereupon promptly investigate the conditions and if they find that the conditions materially differ from those shown in the Contract Documents, the OWNER'S REPRESENTATIVE shall prepare and process a Change Order. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. However, neither the OWNER, nor the OWNER'S REPRESENTATIVE shall be liable or responsible for additional work, costs or changes to the work due to material differences between actual conditions and any geotechnical, soils and other reports, surveys and analyses made available for the CONTRACTOR'S review, or as a result of known conditions at unknown quantities or locations at the site, except as required by any applicable unit prices.<sup>2</sup>

### **End of Article 11**

## **Article 12**

### **Uncovering and Correction of Work**

#### **12.1 UNCOVERING OF WORK**

- 12.1.1 If any portion of the Work should be covered contrary to the request of the OWNER or the OWNER'S REPRESENTATIVE it must, if required in writing by the OWNER, be uncovered for his observation and shall be replaced at the CONTRACTOR'S expense.
- 12.1.2 If any other portion of the Work has been covered which the OWNER'S REPRESENTATIVE or the OWNER has not specifically requested to observe prior to being covered, either may request to see such Work and it shall be uncovered by the CONTRACTOR. If such work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the OWNER. If such Work be found not in accordance with the Contract Documents, the CONTRACTOR shall pay such costs unless it be found that this condition was caused by the OWNER, in which event the OWNER shall be responsible for the payment of such costs.

#### **12.2 CORRECTION OF WORK**

- 12.2.1 The CONTRACTOR shall promptly reconstruct, replace or correct all Work rejected by the OWNER'S REPRESENTATIVE as defective or as failing to conform to the Contract Documents or as not in accordance with the guarantees and warranties specified in the Contract Documents whether observed before or after Substantial or Final Completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all costs of correcting such rejected Work, including compensation for the OWNER'S REPRESENTATIVE'S additional services made necessary thereby.
- 12.2.2 The CONTRACTOR, unless removal is waived by the OWNER, shall remove from the site all portions of the Work which are defective or non-conforming, or if permitted or required, he shall correct such work in place at his own expense promptly after receipt of notice, and such rejected Work shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed.

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

- 12.3.1 If the OWNER prefers to knowingly accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order must be issued to reflect a reduction in the Contract sum where appropriate and equitable, or the OWNER may elect to accept payment in materials or services, in lieu of a reduction in the Contract sum. If the amount of a reduction is determined after final payment, it shall be paid to the OWNER by the CONTRACTOR. The only method for the OWNER to accept defective or non-conforming Work shall be by a written change order signed by the Tampa Sports Authorities, Director of Finance. Absent such a change order, no acceptance of defective or non-conforming Work is permitted.

**END OF ARTICLE 12**

**End of General Conditions**

**PART IV**  
**SPECIFICATIONS**

**DIVISION 1**  
**GENERAL REQUIREMENTS**

# Section 01010

## Summary of Work

### Part 1 General

#### 1.01 Requirements Included

The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and furnishing all transportation and services, including fuel, power, water, and essential communications, and performance of all labor, work or other operations required for the fulfillment of the Contract in strict accordance with the specifications, schedules, drawings, and other Contract Documents as herein defined, all which are made a part hereof, and including such detail sketches as may be furnished by the OWNER'S REPRESENTATIVE from time to time during construction in clarification of said Contract Documents. The work shall be completed and all work, materials, and services not expressly shown or called for in 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 OWNER.

#### 1.02 Work Covered by Contract Documents

The work under the Contract Documents consists of **Structural Precast Repair** as described in the project specifications. Construction includes but is not limited to demolition and proper disposal of all existing roofing, flashing and insulation and installation of new PVC roofing system as shown on the drawings and described in the specifications. Coordinate preservation of any existing lightning cable and do not cover. Owner will remove all equipment from roof prior to commencement and coordination with contractor for reinstallation is required. The reinstallation of any equipment mounting devices that require penetration of new roof by fasteners for brackets or stands, etc. will be included in the scope of work and warranted in this contract.

#### 1.03 Contract Method

The work hereunder will be constructed under a lump sum price contract as set forth in the Bid Form. The CONTRACTOR shall include the General Conditions and Supplemental Conditions of the Contract as part of all Subcontract Agreements.

#### 1.04 Jurisdiction

Agencies having jurisdiction over construction of this project include but are not limited to; City of Tampa, Hillsborough County, SWFWMD, and U.S. Department of Environmental Protection.

The CONTRACTOR shall secure any additional permits not obtained by the owner as required by the agency(s) having jurisdiction as they relate to the construction activities, shall comply with all rules and regulations of each and shall pay all costs in connection with the permits. The CONTRACTOR shall pay for such permits and inspection fees to ensure compliance with their requirements.

#### 1.05 Notices to Owners, Authorities, and OWNER'S Representative

- A. CONTRACTOR shall, as provided in General Conditions, notify OWNERS of adjacent property and utilities when performance of the WORK may affect them.
- B. When it is necessary to temporarily deny access by OWNERS or tenants to their property, or when any utility service connection must be interrupted, CONTRACTOR shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and will be delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit their inconvenience.

- C. CONTRACTOR shall contact the OWNERS, Fire Department, Police Department, Emergency Medical Services, U.S. Postal Department, and OWNER'S REPRESENTATIVE, at least 48 hours prior to closing any street.
- D. Utilities and other concerned agencies shall be contacted at least 48 hours prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines.
- E. CONTRACTOR shall review with the various utility companies the construction methods and work to be done in the vicinity of utilities. When temporary relocation is necessary, sufficient advance notice shall be given by the CONTRACTOR to the utility involved.

#### **1.06 Coordination**

It shall be responsibility of the CONTRACTOR to coordinate his operations and those of his subcontractors in such a manner so as to avoid interference or delays and ensure the orderly progress of Work in the areas of common or interdependent construction activities. The limits of the Contract are indicated on the Plans and specified herein. However, these limits may be altered by mutual agreement of the CONTRACTOR with the OWNER, with the written Agreement of the OWNER'S REPRESENTATIVE, in order to facilitate the work operations.

If the work of this Contract will involve coordination with other utility companies or agencies, either performing reconstruction, connection, repair, or maintenance service on their own facilities the following will apply. The CONTRACTOR shall coordinate and cooperate with all utility companies and CONTRACTORS working in the same area that this Contract entails. This shall include, but not be limited to the City, the telephone company; the electric power company; the cable TV company; all subcontractors; and any other CONTRACTORS who are performing work within the area of this Contract.

This effort to coordinate and cooperate with all utility companies and other CONTRACTORS shall be toward, but not be limited to, maintaining public access to the various cross streets, residences, commercial establishments, and other institutions within the limits of construction and adjoining streets, and maintaining the area's electric, telephone, cable TV, water, and sewer services.

The work shall be coordinated with the OWNER'S schedule and CONTRACTOR may be required from time to time vacate certain work areas to make them accessible to the OWNER for scheduled functions. In such cases, CONTRACTOR shall temporarily vacate the specified area leaving it in a condition acceptable to the OWNER and shall promptly resume work in such area upon notification of OWNER. Such request by the OWNER shall not be basis for request of schedule extension or additional compensation.

#### **1.07 Reference Standards**

Reference to the standards of any technical society, organization, or association or to codes of local or state authorities shall mean the latest effective standard, code, specification, or standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

#### **1.08 Availability of Land**

Nothing in this Contract shall imply that the CONTRACTOR has exclusive use of roadways or public and/or private land employed to perform the work.

All other land deemed necessary by the CONTRACTOR for the storage of materials and equipment and other facilities as required for the performance of the work shall be arranged for with the CONTRACTOR at no additional cost to the OWNER.

#### **1.09 Contractor's Use of Premises**

The CONTRACTOR shall maintain his construction operations within the areas designated on the plans.

In the event that the CONTRACTOR deems it necessary or advisable to operate beyond the limits as shown on the plans, he shall be responsible for coordinating such efforts with the OWNER.

#### **1.10 Salvage of Material and Equipment**

No items shall be salvaged and reused without permission from the OWNER or the OWNER'S REPRESENTATIVE. All removed material remains the property of the OWNER unless otherwise agreed upon.

#### **1.11 Storage of Materials**

Storage conditions shall be acceptable to OWNER for all materials and equipment not incorporated into the Work but included in applications for payment. Such storage arrangements and conditions shall be presented in writing and shall afford adequate and satisfactory security and protection. Off-site storage facilities shall be accessible to OWNER'S REPRESENTATIVE. The stored materials shall be insured for full value. Certificates of Insurance coverage must be submitted to the OWNER'S REPRESENTATIVE with the request for payment by the CONTRACTOR. All arrangements and costs for storage facilities shall be paid by the CONTRACTOR, unless specifically designated in the Contract Documents to be furnished by the OWNER.

#### **1.12 Owner Furnished Items**

OWNER reserves the right at any time to furnish certain items as may be deemed appropriate. CONTRACTOR shall be notified of any such occurrence by OWNER as soon as practical.

#### **1.13 Verification of Quantities**

It will be the CONTRACTOR'S responsibility to calculate and verify quantities of material required to complete the specified work as shown on the drawings and in the field. No Change Orders will be considered due to the failure of the CONTRACTOR to accurately and responsibly calculate and estimate the areas under consideration as it applies to the correct quantity of material and labor required. Field conditions take precedence over drawings when determining basis for measurement. OWNER will not be responsible for CONTRACTOR generated quantities obtained strictly by scaling from drawings. CONTRACTOR may use the drawings as a beginning basis for quantities however CONTRACTOR must then determine for himself a margin of error if field measurements as a means of verification are not practical.

#### **1.14 Disposal of Excess Material and Debris**

CONTRACTOR shall properly and legally dispose of all excess material and debris to an off-site location at CONTRACTOR'S expense. Care shall be taken to avoid the spillage of excess paints, sealers and chemical materials into public or private retention systems and/or storm water systems. Catch basin and other drainage structures shall be protected as required to prevent spillage or leakage. CONTRACTOR shall be responsible for any public agency fines due to contamination or violation of statutes generated as a result of his negligence to properly dispose of material or safeguard against environmental migration.

#### **1.15 Inspections**

CONTRACTOR shall notify OWNER when he has completed certain predetermined designated portions of the work. Areas shall be inspected and approved prior to proceeding with the next phase of WORK.

#### **1.16 Protection of OWNER'S Property**

CONTRACTOR shall protect the OWNER'S property from any damage as a direct result of the WORK, and repair and restore any damage to its previous condition to the satisfaction of the OWNER. This includes, but is not necessarily limited to walls, glass, sidewalks, drives and landscaping.

#### **1.17 Clean Up**

CONTRACTOR shall leave the jobsite in a neat and clean condition, free of all construction debris or other CONTRACTOR generated wastes. Prior to leaving the jobsite, CONTRACTOR shall notify OWNER for the purposes of a visual walk through inspection so that any corrective measures can be identified and immediately corrected. Any post WORK damaged detected as a result of the WORK will be promptly repaired at no additional cost to OWNER.

**Part 2 Products (Not Used)**

**Part 3 Execution (Not Used)**

**End of Section**



# Section 01200

## Project Meetings

### Part 1 General

#### 1.01 Preconstruction Meeting

Prior to the purchase and delivery of materials or the start of any construction, the CONTRACTOR shall request a Preconstruction Meeting from the OWNER'S REPRESENTATIVE. A minimum two (2) working days notice shall be required.

##### A. Schedule

The OWNER'S REPRESENTATIVE will establish the meeting place, time and date, distribute agenda, notify participants, and administer the meeting. CONTRACTOR shall notify major Subcontractors.

##### B. Attendance As Applicable:

1. OWNER
2. OWNER'S REPRESENTATIVE
3. CONTRACTOR
4. Major Subcontractors
5. Utility Companies
6. Safety Representatives
7. Governmental Agencies

##### C. Agenda

1. Distribution by CONTRACTOR and discussion of:
  - List of names and telephone numbers for superintendent, foreman and other key personnel.
  - List of major subcontractors and suppliers.
  - Projected Construction Schedule.
  - Staking and Layout Schedule
  - Shop Drawing Submittal Schedule
  - Schedule of Values
  - Sample Application for Payment
2. Critical Work sequencing.
3. Major equipment deliveries and priorities.
4. Project coordination and progress meeting schedule.
5. Responsibilities of OWNER, OWNER'S REPRESENTATIVE, CONTRACTOR and other agencies.
6. Procedures and processing of:
  - Field decisions

- Proposal requests.
  - Submittals.
  - Change Orders.
  - Applications for Payment.
7. Adequacy of distribution of Contract Documents.
  8. Procedures for maintaining Record Documents.
  9. Use of premises.
  10. Construction Facilities, Controls and Construction bids.
  11. Temporary utilities.
  12. Safety and first aid procedures.
  13. Security procedures.
  14. Housekeeping procedures.
  15. Testing
  16. Construction of sample Suite.

**D. Minutes**

OWNER'S REPRESENTATIVE will prepare and distribute copies to participants within seven (7) days of meeting. Participants shall report corrections and comments within seven (7) days of receipt of minutes.

**1.02 Progress Meetings**

Periodic Progress Meetings will be held as required by the progress of the Work.

**A. Schedule**

The OWNER'S REPRESENTATIVE will establish the meeting place, time and date, distribute agenda, notify participants and administer the meeting. CONTRACTOR shall notify major Subcontractors.

**B. Attendance**

1. OWNER'S REPRESENTATIVE
2. CONTRACTOR
3. Subcontractor as appropriate to the agenda.
4. Suppliers as appropriate to the agenda.
5. Others

**C. Agenda**

1. Review minutes of previous meeting.
2. Review of work progress since previous meeting.

3. Review field observations, problems, conflicts.
4. Review problems which impede Construction Schedules.
5. Review of offsite fabrication, delivery schedules.
6. Review corrective measures and procedures to regain projected schedule.
7. Review revisions to Construction Schedules.
8. Review plan progress, schedule, during succeeding Work period.
9. Review coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Review maintenance of quality standards.
12. Review proposed changes for:
  - Effect on Construction Schedule and on completion date.
  - Effect on other Contracts of the Project.
13. Other business.

**D. Minutes**

OWNER'S REPRESENTATIVE will prepare and distribute copies to participants and OWNER within seven (7) days of meeting for review at the next meeting.

**Part 2 Products (Not Used)**

**Part 3 Execution (Not Used)**

**End of Section**

# Section 01300

## Submittals

### Part 1 General

#### 1.01 Construction Schedules

##### A. Progress Schedules

The CONTRACTOR shall submit four (4) copies of Progress Schedules indicating the starting and completion dates of the various stages of the Work to the OWNER'S REPRESENTATIVE. The proposed Progress Schedules shall be submitted to the OWNER'S REPRESENTATIVE prior to the preconstruction meeting. The CONTRACTOR shall distribute copies of the Progress Schedules during the preconstruction meeting for discussion. The Progress Schedules shall be updated by the CONTRACTOR and submitted to the OWNER'S REPRESENTATIVE, as a part of applications for progress payments, through completion of the Work. Failure to update progress schedule may be the basis for rejection of applications for progress payments.

##### B. Shop Drawing Schedule

The CONTRACTOR, if applicable, shall submit four (4) copies of Shop Drawing Schedules indicating the individual items and submission dates to the OWNER'S REPRESENTATIVE. A preliminary Schedule shall be submitted by the CONTRACTOR at the preconstruction meeting. Copies of this preliminary Schedule shall be made available by the CONTRACTOR during the preconstruction meeting. A final Schedule shall be submitted by the CONTRACTOR at least ten (10) days prior to submitting the first Application for a Payment.

##### C. Schedule of Values

The CONTRACTOR, if applicable, shall submit four (4) copies of Schedules of Value of the Work to the OWNER'S REPRESENTATIVE. A preliminary Schedule of Values shall be submitted by the CONTRACTOR prior to the preconstruction meeting. A final Schedule of Values, prepared in accordance with the General Conditions and presented in sufficient detail to serve as the basis for payments during construction, shall be submitted to the OWNER'S REPRESENTATIVE for approval at least ten (10) days prior to submitting the first Application for payment.

#### 1.02 Applications for Payment

The CONTRACTOR shall submit monthly Applications for Payment to the OWNER'S REPRESENTATIVE in accordance with the provisions of the General Conditions. Applications for Payment shall be made on forms provided by or approved by the OWNER'S REPRESENTATIVE. Sample CONTRACTORS Application/Declaration, Payment Schedule and OWNER'S Certificate forms for this purpose are included in the Contract Documents. Copies of these forms, with Project specific information completed by the OWNER'S REPRESENTATIVE, will be given to the CONTRACTOR at the preconstruction meeting or, if applicable, after approval of the final Schedule of Values. The CONTRACTOR shall submit a completed Payment Schedule with an executed CONTRACTORS Application for Payment and CONTRACTORS Declaration to the OWNER'S REPRESENTATIVE not more often than once per month. The OWNER'S REPRESENTATIVE will certify payments with the use of OWNER'S Certificate for Payment.

#### 1.03 Shop Drawings, Product Data and Samples

##### A. General

The CONTRACTOR shall submit shop drawings, product data and samples, as required by the

individual Specification Sections, to the OWNER'S REPRESENTATIVE for review in accordance with the provisions of the General Conditions. Work shall not proceed without out prior written approval from OWNER'S REPRESENTATIVE.

B. Shop Drawings

The shop drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to Contract Drawing Number and Detail, and Contract Specification Section and Page Number.

C. Product Data

The product data shall be presented in a clear and thorough manner, identified the same as the shop drawings. Included with the information shall be performance characteristics and capacities depicting dimensions and clearances required. The manufacturer's standard schematic drawings and diagrams shall be modified to delete information which is not applicable to the Work. Manufacturer's standard information shall be supplemented to provide information specifically applicable to the Work.

D. Samples

The samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product with integrally related parts and attachment devices depicting full range of color, texture and pattern.

E. Submission Requirements

The CONTRACTOR shall make submittals in accordance with the approved schedule, and in such sequence as to cause no delay in the Work or in the Work of any other CONTRACTOR. No damages will be awarded or extension of time granted due to the shop drawing and product data review process.

The CONTRACTOR shall submit an entire package of shop drawings and product data information for major items of Work so that the OWNER'S REPRESENTATIVE can review the package as a unit. The number of submittals required shall be one (1) reproducible, one- (1) CD electronic format and three (3) prints per shop drawing and three (3) copies of each product data information sheet. Submittals shall contain the following information:

- Submittal number.
- Identify specification section on transmittal.
- Field dimensions, clearly identified as such.
- Relation to adjacent or critical features of the Work or materials.
- Applicable standards, such as ASTM or Federal Specification Numbers.
- Identification of deviations or substitutions from Contract Documents.
- Identification of revisions on resubmittals.

CONTRACTORS stamp indicating as a minimum the Project Title, Date of Submission, Date of Previous Submission, and Contract Specification Section Reference which shall be initialed or signed, certifying the review and approval of submittal per General Conditions, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

The OWNER'S REPRESENTATIVE shall affix a stamp and initials or signature and indicate confirmation or requirements for resubmittal. The OWNER'S REPRESENTATIVE shall return to the CONTRACTOR one (1) of the reproducibles and one (1) copy of the product data information for distribution or for resubmission.

#### F. Resubmission Requirements

The CONTRACTOR shall make all corrections or changes in the submittals required by the OWNER'S REPRESENTATIVE and resubmit. The CONTRACTOR shall indicate any changes which have been made other than those requested by the OWNER'S REPRESENTATIVE.

### **1.04 Specification Section Requirements**

Miscellaneous schedules, field reports, test reports, affidavits, certificates, permits, agreements and other items identified in the Technical Specification Sections, or as requested by the OWNER'S REPRESENTATIVE shall be submitted to the OWNER'S REPRESENTATIVE in duplicate. As a minimum, these submittals should be identified with the Project Title, Date of Submission, and Contract Specification Section Reference.

### **1.05 Manufacturers Operation and Maintenance Data**

The CONTRACTOR shall furnish three (3) copies of all operation and maintenance data required per the various Technical Specification Sections. Prior to 50% completion of the Project, the CONTRACTOR shall submit one (1) acceptable copy to the OWNER'S REPRESENTATIVE for review.

The operation and maintenance data shall be bound in a suitable number of 3-inch or 4-inch, 3-ring hard cover binders. Permanently imprinted on the cover shall be the words Manufacturers Operation and Maintenance Data, Project Title, Location of the Project, and the Date. A Table of Contents shall be provided in the front of each binder to list the various sections of the Manual.

The information to be provided in each section for each piece of equipment and project component shall include, but not be limited to, detailed equipment drawings; sections cut through all of the major equipment and subassemblies; installation and operational procedures; complete wiring and piping schematics; lubrication materials and procedures; maintenance procedures; and parts lists complete enough to permit identification of parts by nomenclature, number and use.

At the front of each section a maintenance schedule shall be provided for each piece of equipment in the section. The schedule shall display the daily, weekly, monthly, semi-annual, annual or fraction thereof, lubrication and preventative maintenance required in order to meet warranty conditions and the manufacturer's recommendations for optimum performance and life of the unit. A common schedule format is to be developed and used for all of the sections. Photocopies or reproductions of the manufacturer's literature will not be accepted.

## **Part 2 Products (Not Used)**

## **Part 3 Execution (Not Used)**

**End of Section**

# Section 01311

## Construction Schedules and Reports

### Part 1 General

#### 1.01 Schedules

A. Project Schedule - Critical Path Items

Wednesday August 8, 2018

Bid Opening, 10:00 AM

Monday, August 27, 2018  
(tentative)

Notice To Proceed

Friday, November 2, 2018 (or earlier depending on bid) Substantial Completion (see conditions below)

Wednesday, November 21, 2018 (or earlier)

Final Completion

B. Schedule Requirements

Work under this Section shall consist of furnishing a Construction Schedule showing in detail how the CONTRACTOR plans to execute and coordinate the Work. The Contract Schedule shall be based on and incorporate the Contract Milestone and Completion Dates specified in the OWNER-CONTRACTOR Agreement and shall show the order in which CONTRACTOR shall perform the Work, projected dates for the start and completion of separable portions of the work, and any other information concerning CONTRACTOR'S Work scheduling as Owner may request. The proposed Construction Schedule and related Schedule of Values must be submitted to the OWNER'S REPRESENTATIVE prior to mobilization of the site.

Work shall occur in phases to allow OWNER access to building on some portion of the property at all times. CONTRACTOR shall provide and place barricades to protect WORK area from unauthorized traffic. This phasing also includes the coordination of Work in circulation areas so as not to cut off OWNER'S access to such portions of the building. CONTRACTOR's schedule must also take into account the closure of areas that may temporarily restrict access to the loading dock for deliveries or the main entrance to the property. Such closures must be carefully scheduled with OWNER so as to allow ample notice to those affected. These closures may occur off hours; however the additional cost of such must be accounted for in the Base Bid and any off hours work will occur at no additional expense to OWNER. Work schedule shall also be coordinated with OWNER to allow access to the building for planned events that may be taking place in the facility

C. Updates and Revisions

The chart shall be updated to show actual progress and the effect of modifications, delays and other events.

The updated Construction Schedule submitted by CONTRACTOR shall not show a completion date later than the Contract Time, subject to any time extensions approved by Owner. If CONTRACTOR believes he is entitled to an extension of the Contract under the Contract Documents, CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE, a request for a time extension as required under the General Conditions, Article 8. To the extent any time extension requests are pending at the time of any update in the Construction Schedule the "Requested Time Adjustment Schedule" shall also be submitted to reflect any adjustments made by CONTRACTOR in the Construction Schedule.

Neither the updating of CONTRACTOR's work schedule nor the submission, updating, change or

revision of any other report or schedule submitted to Owner by CONTRACTOR under this Contract nor review or nonobjection of the OWNER'S REPRESENTATIVE of any such report or schedule shall have the effect of amending or modifying, in any way, the Contract Completion Date, Milestone Dates or of modifying or limiting in any way CONTRACTOR's obligations under this Contract.

All of CONTRACTOR's detailed calculations and documents supporting all schedules, reports, and forecasts shall be available to the OWNER'S REPRESENTATIVE on request.

Each updated Construction Schedule submitted by CONTRACTOR to the OWNER'S REPRESENTATIVE shall be accompanied by a narrative report which reflects the following:

1. Description of Work accomplished since submission of previous progress schedule;
2. Comparison of the actual status of the Work with CONTRACTOR's project schedule;
3. Status of equipment and material deliveries;
4. Personnel staffing schedule;
5. Causes of any delays
6. Revision of schedules; and
7. Action proposed to restore schedule.

Should any activities shown on the CONTRACTOR's Construction Schedule fall behind schedule to the extent that any of the mandatory specific or milestone dates or completion dates are in jeopardy, the CONTRACTOR shall be required to, at no extra cost to the Owner, prepare and submit to the OWNER'S REPRESENTATIVE a supplementary Recovery Schedule, in a form and detail appropriate to the need, to explain and display how he intends to reschedule those activities to regain compliance with the Construction Schedule during the immediate subsequent period.

#### D. Schedule of Off-Site Activities

The CONTRACTOR shall include in his Construction Schedule all procurements related activities which lead to the delivery of materials to the site in a timely manner. Upon written approval by the Owner, these activities may be submitted as a separate Off-Site Activities Schedule, properly correlated to the Construction Schedule. The schedule of off-site activities shall include, but is not limited to, the following:

1. Dates for submittals, ordering, manufacturing, or fabricating and delivery of equipment and materials. Long lead items requiring more than one month between ordering and delivery to site shall be clearly noted;
2. All significant activities to be performed by the CONTRACTOR during the fabrication and erection/installation in a CONTRACTOR's plant or on a job site, including materials/equipment purchasing, delivery; and
3. CONTRACTOR's drawings and submittals to be prepared and submitted through the OWNER'S REPRESENTATIVE to the Owner or Design Professional for approval.

The CONTRACTOR shall be solely responsible for expediting the delivery of all materials to be furnished by him so that the construction progress shall be maintained according to the current schedule for the Work as approved by the OWNER'S REPRESENTATIVE.

The OWNER'S REPRESENTATIVE shall be advised in writing by the CONTRACTOR wherever it



is anticipated or determined by the CONTRACTOR that the delivery date of any material and/or equipment furnished by the CONTRACTOR shall be other than as indicated in the project schedule or as otherwise communicated to the OWNER'S REPRESENTATIVE.

E. Float Time

Float or slack time is defined as the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of an activity on the construction. Float or slack time is for the exclusive use and benefit of the Owner. The CONTRACTOR acknowledges and agrees that actual delays, affecting activities containing float time, will not have any affect upon contract completion times, providing that the actual delay does not exceed the float time associated with those activities.

Extensions of time for performance as described in the Contract Documents will be granted only to the extent that time adjustment for the activity or activities affected by any condition or event which entitles the CONTRACTOR to a time extension exceed the total float or slack of the affected activity at the time of issuance of a Change Order or the commencement of any delay or condition for which an adjustment is warranted under the Contract Documents.

**1.02 Coordination**

The CONTRACTOR shall coordinate his work with that of other CONTRACTORS and shall cooperate fully with the OWNER'S REPRESENTATIVE in maintaining orderly progress toward completion of the work as scheduled. The OWNER'S REPRESENTATIVE's decisions regarding priority between the CONTRACTOR's work and the work of other CONTRACTORS at the site shall be final and shall not be cause for extra compensation or extension of time, except where extension of time is granted because of a delay for which CONTRACTOR is otherwise entitled to an extension of time under the Contract Documents.

Coordination shall also occur as outlined above in Paragraph 1.01 B.

The milestone dates referred to in the Contract Documents for delivery of Owner-furnished equipment and materials and interface activities of other CONTRACTORS on the site are based on dates set forth in separate contracts with the Owner and represent the information available at this time.

Failure of Owner-furnished equipment and materials to arrive as scheduled, or failure of other construction CONTRACTORS to meet their schedule, shall not be justification for an extension of time, except where such failure causes, in the opinion of the OWNER'S REPRESENTATIVE, an unreasonable delay in the CONTRACTOR'S work, in which case the provisions of the General Conditions regarding extensions of time and extra work shall apply.

The CONTRACTOR shall keep himself, and his subcontractors, advised at all times during the course of the Work regarding delivery status of Owner-furnished equipment and materials and of the progress of construction work being performed under separate contracts.

**1.03 CONTRACTOR Covenants and Guarantees**

CONTRACTOR covenants and guarantees that CONTRACTOR will not:

- A. Misrepresent to OWNER'S REPRESENTATIVE its planning scheduling or execution of the Work;
- B. Utilize schedules materially different from those provided by CONTRACTOR to the OWNER'S REPRESENTATIVE.
- C. Prepare schedules, updates, revisions or reports for the work which do not accurately reflect the actual intent or reasonable and actual expectations of CONTRACTOR and its Subcontractors as to:

1. The sequences of activities,
2. The duration of activities,
3. The responsibility of activities,
4. Resources availability,
5. Labor availability or efficiency,
6. Foreseeable weather conditions,
7. The value associated with the activity,
8. The percentage complete of any activity,
9. Completion of any item of work or activity,
10. Project milestone completion,
11. Delays, slippages, or problems encountered or expected,
12. Subcontractor requests for time extensions or delay claims of subcontractors, and
13. If applicable, the float time available.

CONTRACTOR'S failure to substantially comply with the foregoing covenant and guarantee shall be a substantial and material breach of contract which will permit Owner to terminate Contract for default, or withhold payments under the Contract Documents, and shall entitle Owner to the damages afforded for misrepresentation or fraud by these Contract documents or applicable law.

Should CONTRACTOR fail to substantially comply with the provisions of the Contract documents relating to planning, scheduling and execution of the Work by the overall project schedule, the OWNER'S REPRESENTATIVE shall have the right, at their option, to retain the services of scheduling consultants or experts (including attorneys if necessary in their opinion) to prepare a schedule in accordance with the Contract Documents and to review and analyze same, in order to allow OWNER'S REPRESENTATIVE to evaluate the program of the Work by CONTRACTOR, to determine whether CONTRACTOR is substantially complying with the Contract Documents, and to direct such action on the part of the CONTRACTOR, as permitted by the Contract Documents, as required to ensure, under the owner's schedule prepared hereunder, that CONTRACTOR will comply with such schedule. All costs (including attorneys' fees) incurred by OWNER'S REPRESENTATIVE in preparing the schedule hereunder shall be charged to CONTRACTOR's account or deducted from retainage. If CONTRACTOR fails to substantially comply with the scheduling and execution of the work requirements of the Contract Documents, CONTRACTOR hereby agrees, in such instance, to comply with such schedules, as the OWNER'S REPRESENTATIVE develops, or directions, and activity sequences and durations as the OWNER'S REPRESENTATIVE may reasonably require, without additional cost to the Owner (subject only to cost adjustments for such changes in the Work as the Owner may direct by written change order), to ensure completion within the Contract Time.

#### **1.04 Default**

Failure of the CONTRACTOR to substantially comply with the requirements of this Section shall constitute reason that the CONTRACTOR is failing to prosecute the Work with such diligence as will insure its completion within the Contract times and shall be considered grounds for termination by the Owner, pursuant to the General Conditions.

### **Part 2 Products (Not Used)**

### **Part 3 Execution (Not Used)**

**End of Section**

# **Section 01500**

## **Construction Facilities and Temporary Controls**

### **Part 1 General**

#### **1.01 Land for CONTRACTORS Use**

##### **A. Site Access and Parking**

The CONTRACTOR shall locate roads, drives, walks and parking facilities to provide uninterrupted access to construction offices, mobilization, work, storage areas, and other areas required for execution of the Contract.

The CONTRACTOR shall maintain traffic areas as free as possible of construction equipment, products and debris.

The CONTRACTOR shall not utilize existing parking facilities for construction personnel or for CONTRACTORS vehicles or equipment, unless written permission from OWNER of parking facility is obtained.

##### **B. Trucking Route and Public Road Maintenance**

Prior to the start of construction, the CONTRACTOR shall submit for review a schedule and list indicating the parking lots within the stadium property that his equipment will use off the Project site.

The CONTRACTOR shall comply with all safety requirements, weight restrictions and speed limits.

Paved streets shall be maintained in a reasonable state of cleanliness and the CONTRACTOR shall remove accumulations of debris, dirt or mud caused by his operations. This shall be done at the close of each days operation or when requested by the OWNER'S REPRESENTATIVE.

##### **C. Private or Public Roads, Sidewalks and Parking Areas**

The CONTRACTOR shall at all times provide emergency access to property in the vicinity of the construction for police and fire equipment, ambulances or other emergency vehicles to protect life, health and property. Where public roads, driveways, parking areas and sidewalks are encountered throughout the community, the CONTRACTOR shall maintain those portions affected by the construction operations in a passable condition until such time as final restoration of these improvements can be made as herein specified.

##### **D. Where Phasing of Work occurs, CONTRACTOR is responsible for all barricades and signage to redirect traffic and protect Work.**

#### **1.02 Temporary Utility Services**

##### **A. Electricity and Lighting**

The CONTRACTOR shall be responsible for and pay all costs for the installation and removal of circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction-type power cords and shall pay all costs of electrical power used.

Electrical wiring and distribution shall conform to the National Electrical Code as adopted by the State of Florida.

B. Telephone

The CONTRACTOR shall pay all costs for installation, maintenance and removal, and service charges for local calls to provide service for his construction operations. Toll charges for calls relating to Project business shall be at the CONTRACTORS expense. A locking device shall be supplied with the phone to protect against unauthorized use of the phone service.

C. Use of Water

The CONTRACTOR shall acquire any and all permits, post any bonds and pay all fees required by the local agency having jurisdiction prior to using any hydrant as the source of water, and reimburse the local community for all water consumed during course of the Contract at the current municipal rate.

D. Sanitary Provisions

The CONTRACTOR shall be responsible for installation, maintenance and removal of temporary sanitary facilities for use of construction personnel. All rules and regulations of the State and local health officials shall be observed, with precautions taken to avoid creating unsanitary conditions.

**Part 2 Products (Not Used)**

**Part 3 Execution (Not Used)**

**End of Section**

# **Section 01600**

## **Materials and Equipment**

### **Part 1 General**

#### **1.01 Transportation and Handling**

##### **A. Transportation**

The CONTRACTOR shall provide for expeditious transportation and delivery of materials and equipment to the Project site in an undamaged condition and on a schedule to avoid delay of the Work. Materials and equipment shall be delivered in original containers or packaging with identifying labels intact and legible.

##### **B. Handling**

The CONTRACTOR shall provide equipment and personnel at the site to unload and handle materials and equipment in a manner to avoid damage. Materials and equipment shall be handled only at designated lifting points by methods to prevent bending or over stressing.

#### **1.02 Storage and Protection**

##### **A. Storage**

The CONTRACTOR shall store materials and equipment immediately on delivery, and protect it until installed in the Work. Coordinate storage areas with the OWNER for approval.

Products subject to damage by elements shall be stored in weather tight enclosures with temperature and humidity ranges as required by manufacturers instructions.

The place of storage shall be located so as to minimize interference with traffic and to provide easy access for inspection.

Materials that have been stored shall be subject to retest and shall meet the requirements of their respective specifications at the time they are to be used in the Work.

#### **1.03 Manufacturer's Instructions**

When Contract Documents require that installation of Work shall comply with manufacturer's instructions, the CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to the OWNER'S REPRESENTATIVE. The CONTRACTOR shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with manufacturers instructions, consult with OWNER'S REPRESENTATIVE for further instructions.

#### **1.04 Substitutions and Product Options**

##### **A. Products List**

Within four (4) days of request, the CONTRACTOR shall submit a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor, if applicable, to the OWNER'S REPRESENTATIVE.

##### **B. CONTRACTORS Product Options**

1. For products specified only by reference standard, the CONTRACTOR shall select any product meeting that standard.
2. For products specified by naming several products or manufacturers the CONTRACTOR shall select any one (1) of the products or manufacturers named, which complies with the specifications.
3. For products specified by naming one (1) or more products or manufacturers and or equal, the CONTRACTOR must submit a Substitution Request Form for any product or manufacturer not specifically named, in accordance with the General Conditions.
4. For products specified by naming only one (1) product and manufacturer, there is no option.

## **Part 2 Products (Not Used)**

## **Part 3 Execution (Not Used)**

**End of Section**

# **Section 01700 Contract Closeout**

## **Part 1 General**

### **1.01 Cleaning**

The CONTRACTOR shall perform periodic cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and other debris, resulting from construction operations. Waste material, debris and rubbish shall be periodically removed from the Site and disposed of at legal disposal areas as directed by OWNER. Prior to OWNER acceptance the CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces, and all Work areas, to verify that the entire Work is clean.

### **1.02 Project Record Documents**

The CONTRACTOR shall deliver one (1) copy of all Specifications, Plans, Addenda, Shop Drawings and Samples, annotated to show all changes made during the construction process, to the OWNER'S REPRESENTATIVE upon completion of the Work. Submittal of the Record Documents shall be made with a transmittal letter containing:

- Date
- Project Title and Number
- CONTRACTOR'S Name and Address
- Title and Number of each Record Document
- Certification that each Document as submitted is complete and accurate

Documents shall be submitted in good order and in a legible condition.

### **1.03 Operation and Maintenance Data**

Prior to final inspection or acceptance, the CONTRACTOR shall submit a minimum of two (2) copies of the Operations and Maintenance (O&M) manual to the OWNER'S REPRESENTATIVE and fully instruct the OWNERS designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems specified. Operation and maintenance data required by the individual Specification sections shall be included in the O&M manual and will constitute the basis of personnel instruction.

### **1.04 Scheduling**

The CONTRACTOR shall coordinate efforts between the OWNER'S REPRESENTATIVE, any equipment manufacturers, subcontractors and governing agencies in the scheduling of required close-out procedures.

### **1.05 Substantial Completion**

Certification that the Work is substantially complete shall be in accordance with the General Conditions.

## **1.06 Final Payment and Acceptance**

The final inspection, final application for payment and acceptance shall be in accordance with the General Conditions.

### **Part 2 Products (Not Used)**

### **Part 3 Execution (Not Used)**

**End of Section**



TECHNICAL SPECIFICATIONS AND DRAWINGS  
FOR  
TAMPA SPORTS AUTHORITY  
RAYMOND JAMES STADIUM –  
MISCELLANEOUS CONCRETE  
REPAIRS

TAMPA, FL

WALTER P MOORE PROJECT NUMBER D07.17005.02

June 26, 2018

**TECHNICAL SPECIFICATIONS AND DRAWINGS**

**FOR**

**TAMPA SPORTS AUTHORITY  
RAYMOND JAMES STADIUM – MISCELLANEOUS CONCRETE REPAIRS  
TAMPA, FL**

**WALTER P. MOORE AND ASSOCIATES, INC.**

300 S. Orange Avenue, Suite 1200  
Orlando, FL 32801  
407-418-2218

**D07.17005.02**

SECTION 000105 – TITLE/CERTIFICATION PAGE

PROJECT: Tampa Sports Authority  
RAYMOND JAMES STADIUM -  
MISCELLANEOUS CONCRETE REPAIRS  
Tampa, FL

PROJECT NUMBER: Walter P Moore Project No. D07.17005.02

ENGINEER: Walter P. Moore and Associates, Inc.  
300 S. Orange Avenue, Suite 1200  
Orlando, FL 32801  
Phone: 407-418-2218  
Fax: 407-418-2257

Project Manager  
E. Webb Wright, P.E.  
Walter P. Moore and Associates, Inc.  
Phone: 407-924-7497

Project Engineer  
Javier Balma, Ph.D., P.E.  
Walter P. Moore and Associates, Inc.  
Phone: 407-756-0975

END OF SECTION 000105

SECTION 00 01 07 – Seals page

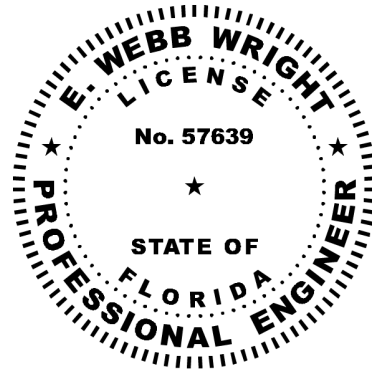
I HEREBY CERTIFY THAT THESE PLANS AND TECHNICAL SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF FLORIDA.

*E. Webb Wright*

---

E. Webb Wright, P.E. (License Number 57639)  
Firm Certificate of Authorization No. 3818

END OF SECTION 00 01 07



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END OF SECTION 00 01 10

SECTION 00 41 43 – BID FORM

PROJECT IDENTIFICATION: Raymond James Stadium – Miscellaneous Concrete Repairs

THIS BID IS SUBMITTED TO: Judy Baker  
Tampa Sports Authority  
4201 N. Dale Mabry Highway  
Tampa, FL 33607

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. This Bid shall remain subject to acceptance for sixty (60) days after the day of Bid opening.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - 3.1 BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):  

Date \_\_\_\_\_ Number \_\_\_\_\_
  - 3.2 Bidder has familiarized itself with the nature and extent of the Contract Documents proposed Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  - 3.3 BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
  - 3.4 This Bid is genuine and not made in the interest of, or on behalf of, any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. POSSIBLE CHANGES IN QUANTITY OF WORK
  - 4.1 BIDDER understands that the quantities specified herein for the repairs are approximate and that actual quantities in the field may increase or decrease from the quantities estimated. BIDDER hereby agrees to perform all quantities of Work as either increased or decreased, as required by the Engineer in accordance with the provisions of the Construction Documents. The final payment to the BIDDER

shall be based on the Lump Sum/Unit Prices bid and the actual quantities completed (for items that are not lump sum).

5. Approximate quantities for the items of repair shown on the drawings are as follows:

<b>TASK ITEM</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>QUANTITY (1)</b>	<b>UNIT PRICE (2)</b>	<b>EXTENSION (1) x (2) =</b>
1.1	Project Mobilization and Demobilization	L.S.	1	\$	\$
2.3	Partial Depth Concrete Floor Repair	S.F.	200	\$	\$
3.5	Non-Post Tensioned Beam Repair	S.F.	20	\$	\$
4.1	Concrete Wall Repair	S.F.	5	\$	\$
4.3	Grout Pocket Repair – Seating Risers	EA	350	\$	\$
4.3A	Grout Pocket Repair – Ramps	EA	60	\$	\$
4.5	Grout Wash Repair – Tread/Riser Interface	L.F.	1,500	\$	\$
4.5A	Grout Wash Repair – Seating Stairs	S.F.	650	\$	\$
7.1	Crack Repair	L.F.	10,000	\$	\$
10.5	Clean and Coat Corroded Steel	EA	500	\$	\$
	<b>BASE BID TOTAL</b>				\$

Description of Abbreviations:

- L.F. = Lineal Feet
- S.F. = Square Feet
- L.S. = Lump Sum
- EA = Each

6. The Total Bid for the Raymond James Stadium – Miscellaneous Concrete Repairs, based upon the above estimated quantities is:

TOTAL BASE BID \_\_\_\_\_

\_\_\_\_\_ (Use words)

\$ \_\_\_\_\_ (Use figures)

BIDDER agrees that the Work on this building will be complete within \_\_calendar\_\_ days after receiving the notice to proceed. BIDDER shall bid this project assuming that OWNER requires at least two crews working on the repair project simultaneously. The contractor should submit a schedule for the repair project at the time of bid submission.

7. Communications concerning this Bid shall be addressed to (Contractor):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted on \_\_\_\_\_, 20\_\_\_\_\_

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions provided by the Owner.

9. We plan to sub-contract the following items of work (please list):

<u>Description</u>	<u>Sub-contractor</u>	<u>Value</u>
--------------------	-----------------------	--------------



If BIDDER is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By \_\_\_\_\_ (Corporate Seal)  
(Corporation Name)

\_\_\_\_\_  
(State/Province of Incorporation)

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

Attest \_\_\_\_\_  
(Secretary)

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

END OF DOCUMENT 00 41 43

SECTION 01 10 00 - TASK ITEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions and Division 01 Specification sections, apply to work of this section.

1.2 TASK ITEM (T.I.) DESCRIPTION

T.I. 1.1 PROJECT MOBILIZATION

A. Scope of Work

- 1. Work consists of coordinating, scheduling, obtaining and assembling at construction site all equipment, materials, permits, supplies, manpower and other essentials and incidentals necessary to perform Work defined in this Contract.

T.I. 2.3 PARTIAL DEPTH CONCRETE FLOOR REPAIR

A. Scope of Work

- 1. Work consists of furnishing all labor, materials, equipment, staging, formwork, supervision, and incidentals necessary to locate existing spalls, locate and remove full delaminated and unsound concrete from post-tensioned slab, conventionally cast-in-place slab or slab-on-grade, prepare cavities, and install repair materials to restore concrete floor slab to original condition and appearance. Refer to Detail 2.3 for specific requirements. Refer to Plan Sheets for general location of work. Specific locations for work shall be verified through a survey performed by Contractor.

B. Materials

- 1. Material for repair areas shall be as specified in Section “Concrete Repair Materials.”

C. Execution

- 1. Contractor shall locate and mark all work areas as specified in Section “Surface Preparation for Patching.” Marking will be done with methods approved by Engineer and Owner. Contractor shall identify all critical repair work areas and report to Engineer and Owner before starting the work.

2. Procedure for delaminated, spalled, and unsound concrete removal shall be as specified in Section “Surface Preparation for Patching.”
3. All steel exposed within cavities shall be cleaned to bare metal by abrasive methods or other approved methods as specified in Section “Surface Preparation for Patching.”
4. Exposed steel shall be epoxy coated with an approved epoxy product as specified in Section “Surface Preparation for Patching.”
5. Contractor shall prepare cavities for repair placement as specified in Section “Surface Preparation for Patching.”
6. Patch installation procedures shall be in accordance with referenced specifications for selected material.

T.I. 3.5 CONCRETE BEAM REPAIR

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision, scaffolding, shoring, and incidentals necessary to locate and remove delaminated/spalled concrete, prepare cavities, and install patching materials to restore concrete beams to original condition and appearance. Refer to Detail 3.5. Refer to Plan Sheets for location of work.

B. Materials

1. Material for repair areas shall be as specified in Section “Concrete Repair Materials.”

C. Execution

1. Contractor shall locate and mark all work areas as specified in Section “Surface Preparation for Patching.” Contractor shall identify all critical repair work areas before starting the work.
2. Procedure for delaminated, spalled, and unsound concrete removal shall be as specified in Section “Surface Preparation for Patching.”
3. All steel exposed within cavities shall be cleaned to bare metal by abrasive methods as specified in Section “Surface Preparation for Patching.”
4. Exposed steel shall be epoxy coated with an approved epoxy product as specified in Section “Surface Preparation for Patching.”
5. Contractor shall prepare cavities for repair placement as specified in Section “Surface Preparation for Patching.”

6. Patch installation procedures shall be in accordance with referenced specifications for selected material.

T.I. 4.1 CONCRETE WALL REPAIR

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision, staging, shoring, bracing, and incidentals necessary to locate and remove unsound concrete from walls, prepare cavities, and install patching materials to restore walls to original condition and appearance. Refer to Detail 4.1. Refer to Plan Sheets for location of work.

B. Materials

1. Material for repairs shall be as specified in Section “Concrete Repair Materials.”

C. Execution

1. Contractor shall locate and mark all work areas as specified in Section “Surface Preparation for Patching.” Contractor shall identify all critical repair work areas before starting the work.
7. Procedure for delaminated, spalled, and unsound concrete removal shall be as specified in Section “Surface Preparation for Patching.”
8. All steel exposed within cavities shall be cleaned to bare metal by abrasive methods as specified in Section “Surface Preparation for Patching.”
9. Exposed steel shall be epoxy coated with an approved epoxy product as specified in Section “Surface Preparation for Patching.”
10. Contractor shall prepare cavities for repair placement as specified in Section “Surface Preparation for Patching.”
11. Patch installation procedures shall be in accordance with referenced specifications for selected material.

T.I. 4.3, 4.3A GROUT POCKET REPAIRS

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision, staging, bracing, and incidentals necessary to locate and remove unsound grout pockets, prepare cavities, and install patching materials to restore grout patch to original condition and appearance. See Typical Existing Conditions on Sheet S2.3 for reference. Refer to Plan Sheets for general location of work. Specific locations for work shall be verified through a survey performed by Contractor.

B. Materials

1. Materials for repairs shall be as specified in Section “Concrete Repair Materials.”

C. Execution

1. Contractor shall locate and mark all work areas as specified in Section “Surface Preparation for Patching.” Contractor shall identify all critical repair work areas and report to Engineer and Owner before starting the work.
2. Procedure for delaminated, spalled, and unsound concrete removal shall be as specified in Section “Surface Preparation for Patching.”
3. All lugs and steel exposed within cavities shall be cleaned to bare metal by abrasive methods as specified in Section “Surface Preparation for Patching.”
4. Exposed lugs and steel shall be epoxy coated with an approved epoxy product as specified in Section “Surface Preparation for Patching.”
5. Contractor shall prepare cavities for repair placement as specified in Section “Surface Preparation for Patching.”
6. Patch installation procedures shall be in accordance with referenced specifications for selected material.

T.I. 4.5, 4.5A GROUT WASH REPAIRS

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision, staging, bracing, and incidentals necessary to locate and remove unsound grout wash, prepare cavities, and install patching materials to restore grout wash to original condition and appearance. See Typical Existing Conditions on Sheet S2.4 for reference. Refer to Detail 1/S2.2 for Task Item 4.5A. Refer to Plan Sheets for general location of work. Specific locations for work shall be verified through a survey performed by Contractor.

B. Materials

1. Materials for repairs shall be as specified in Section “Concrete Repair Materials.”

C. Execution

1. Contractor shall locate and mark all work areas as specified in Section “Surface Preparation for Patching.” Contractor shall identify all critical repair work areas and report to Engineer and Owner before starting the work.

2. Procedure for delaminated, spalled, and unsound concrete removal shall be as specified in Section “Surface Preparation for Patching.”
3. Contractor shall prepare cavities for repair placement as specified in Section “Surface Preparation for Patching.”
4. Patch installation procedures shall be in accordance with referenced specifications for selected material.

T.I. 7.1 CRACK REPAIR

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to locate, prepare, rout and seal random cracks in concrete floor slab. Refer to Detail 7.1 for specific requirements. Refer to Plan Sheets for general location of work. Specific locations for work shall be verified through a survey performed by Contractor.

B. Materials

1. Approved materials to be used in this Work are specified in Section “Joint Sealants.”

C. Execution

1. Contractor shall thoroughly inspect concrete slabs for cracks in the areas shown in the drawings. Those identified as either greater than 1/32 in. wide or showing evidence of water and/or salt staining on ceiling below shall be sealed.
2. All cracks identified for repair shall be marked to aid in precision routing. Obtain depths to top reinforcing bars in area of repair by use of non-destructive methods.
3. Determine depth of electrical conduit (if applicable). Do not exceed ½ of this depth of routing where the crack to be repaired crosses the embedded items. Damage to embedded items will require repair or replacement at no cost to the Owner.
4. Cracks shall be ground or saw-cut to an adequate width and depth as required by Detail. Routing shall be performed by mechanized device that has positive mechanical control over depth and alignment of cut.
5. Cavities shall be thoroughly cleaned by either abrasive methods or grinding to remove all laitance, unsound concrete and curing compounds which may interfere with adhesion. Groove shall be air blasted to remove remaining debris.

6. Sealant materials and associated reference specifications are listed in Section “Joint Sealants.” Sealant installation procedures shall be in accordance with referenced specifications for selected material.

T.I. 10.5 CLEAN AND COAT CORRODED STEEL

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision, staging, shoring, bracing, and incidentals necessary to clean corroded steel plates, angles, or miscellaneous steel members. Provide surface preparation by abrasive blasting of steel plates/angles or miscellaneous steel members, and apply an epoxy coating. See Typical Existing Conditions on Sheet S2.5 for reference. Refer to Plan Sheets for general location of work. Specific locations for work shall be verified through a survey performed by Contractor.

B. Materials

1. Primer: Amerlock 2 by PPG
2. Intermediate Coat: Amerlock 2 by PPG
3. Finish Coat: Amercoat 450H by PPG. Color to be selected by Owner.

C. Execution

1. Remove grout or concrete at block-out, if present.
2. Temporarily remove attached seats where necessary and reinstall to match existing. Contractor shall take caution to not damage existing expansion joints, if present near area of repair.
3. Prepare surfaces in strict accordance with manufacture’s specifications. Steel surfaces to be coated shall be clean, i.e. devoid of grease, oil, mill scale, oxidation, loosely adherent rust, paint, etc. Abrasive blast steel surfaces to SSPC-SP6.
4. Apply epoxy coating system (primer and finish coat) in strict accordance with manufacturer’s specifications.

END OF SECTION 01 10 00

SECTION 01 11 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including conditions included by Owner.

1.2 GENERAL DESCRIPTION OF WORK:

- A. The Work of this Contract will be performed in the facility as shown on Drawings.
- B. Contractor shall furnish all material, labor, tools, supplies, permits, equipment, transportation, superintendence, barricades, temporary protection, bracing, shoring, temporary construction of every nature, insurance, taxes, contributions and all services and facilities, unless specifically excepted, and install all materials, items, and equipment required to complete the construction of the Project, as set forth in the Contract Documents.
- C. Refer to Section “Task Items” for a description of work. Task Item specifications, details, and drawings shall govern all repair operations. Locations where Task Items apply are shown on Drawings as symbols.
- D. Final Payment shall be made on basis of actual approved Work performed as measured in place.

1.3 MEASUREMENTS:

- A. Before ordering any material or doing any Work, Contractor shall verify all measurements at the Project Site and shall be responsible for correctness of same.
- B. Before proceeding with each Task Item, Contractor shall locate, mark, and measure quantity of each item and report quantities to Engineer. If measured quantities exceed those indicated on the bid form, Contractor shall obtain written authorization to proceed from Owner before executing Work required for that Task Item.
- C. Cost of Work included in each Task Item for quantities as indicated in the Contract Documents shall be included in Base Bid without substitution of materials, construction sequence, or limitations on construction means where indicated.

1.4 WORK SEQUENCE:

- A. Prior to commencement of Work, meet with Engineer and Owner representatives to establish sequence and schedule of Work. Contractor shall give Owner notice of areas to be cleared at least 7 working days in advance of actual Work.
- B. Contractor shall notify Owner’s representative at least 24 hours prior to commencing any abrasive blasting such as sandblasting, etc. operations.
- C. Work will be conducted in phases to provide least possible interference to activities of Owner’s personnel and facility users.



1. Contractor's work hours shall be limited to comply with noise ordinances. Contractor is allowed to work as necessary to complete work within Owner's time schedule and conditions conducive to temperature sensitive materials.
  - D. Contractor shall remove debris from Work Area on daily basis and dispose of same at authorized sites.
  - E. Contractor shall remove dust and air transported material from remainder of facility at conclusion of operations in Work area.
- 1.5 CONTRACTOR'S USE OF PREMISES:
- A. Contractor shall limit their use of adjacent premises for Work, construction operations and storage to allow for:
    1. Public use, including parking.
    2. Owner Occupancy:
      - a. Where it is necessary for the Contractor to use portions of existing buildings and/or grounds for operations, such use shall be strictly in accordance with requirements and approval of the Owner.
      - b. Contractor shall organize the work in order that inconvenience to the facility patrons is minimized.
      - c. Keep driveways and entrances serving the premises clear and available to the Owner and facility patrons at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
      - d. Unless otherwise indicated or specified, or unless otherwise directed by Owner; water, gas, lighting, power and telephone conduits and wires, sewer lines, and other surface and subsurface structures and lines, shall be maintained by Contractor and shall not be disturbed, disconnected or damaged by the Contractor during progress of Work. Should the Contractor in performance of Work disturb, disconnect or damage any of above, expenses arising from the disturbance replacement or repair shall be borne by Contractor.
      - e. Elevators shall not be used for transfer of materials or equipment unless approved by the Owner's Representative in writing. When permitted by the Owner's Representative the Contractor shall take care not to overload or damage the elevator.
    3. Contractor shall:
      - a. Not unreasonably encumber Site with materials and equipment.
      - b. Not load structure with weight that will endanger the structure.
      - c. Assume full responsibility for protection and safekeeping of stored products.

- d. Move or remove stored products which interfere with operations of Owner.
  - e. Obtain and pay for use of additional storage and work areas needed for operations.
4. Contractor Parking:
- a. Contractor's personal vehicles shall park outside of construction area. Only vehicles equipment or delivering materials should be in the construction area. Coordinate with owner's representative.
- 1.6 OWNER OCCUPANCY:
- A. Cooperate with the Owner's Representative in all construction operations to minimize conflict and to facilitate Owner usage.
  - B. Contractor shall at all times conduct operations to ensure the least inconvenience to the general public.
- 1.7 SURVEY OF EXISTING CONDITIONS:
- A. Contractors acknowledges by submitting a Bid, that they have visited and inspected the Project Site in which the Work is to be performed, that they have satisfied themselves as to the nature and location of the Work, including any obstructions, amount of work, actual levels, the equipment and facilities needed preliminary to and during the prosecution of the Work, and all other matters which can in any way affect the Work or the cost thereof under this Contract.
  - B. Failure by Contractors to have acquainted themselves with available information concerning Site conditions, including factors affecting costs and liabilities, shall not relieve Contractor of responsibility for performance of Work in accordance with requirements of Contract Documents, and for amount of consideration named or otherwise determined.

END OF SECTION 01 11 00

## SECTION 01 25 13 – PRODUCT SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, apply to this Section.
- B. Contractor's Construction Schedule and Schedule of Submittals are included under Section "Submittal Procedures."

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of Contract.

#### 1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify meaning of other terms used in Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by Contractor after award of Contract are considered requests for "substitutions." Following are not considered substitutions:
  - 1. Revisions to Contract Documents requested by Owner or Engineer.
  - 2. Specified options of products and construction methods included in Contract Documents.
  - 3. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

#### 1.4 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 15 days after commencement of Work. Requests received more than 15 days after commencement of Work may be considered or rejected at discretion of Engineer.
  - 1. Submit electronic copies of each request for substitution for consideration. Submit requests on forms included at end of this Section and in accordance with procedures required for Change Order proposals. Engineer will make the Substitution Request Form at the end of this Section available to the Contractor as an electronic file upon request by the Contractor.
  - 2. Identify product, fabrication, and/or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with requirements for substitutions, and the following information, as appropriate:

- a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
- b. Samples, where applicable or requested.
- c. Detailed comparison of significant qualities of proposed substitution with those of Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
- d. Coordination information, including list of changes or modifications needed to other parts of Work and to construction performed by Owner and separate Contractors that will become necessary to accommodate proposed substitution.
- e. Statement indicating substitution's effect on Contractor's Construction Schedule compared to schedule without approval of substitution. Indicate effect of proposed substitution on overall Contract Time.
- f. Cost information, including proposal of net change, if any in Contract Sum.
- g. Certification by Contractor that substitution proposed is equal to or better in every significant respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of substitution to perform adequately.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Contractor shall investigate and document compatibility of proposed substitution with related products and materials.
- B. For proposed substitution system, products, the Engineer may request the Contractor engage a qualified testing agency to perform compatibility tests recommended by manufacturers, durability test recommended by the Engineer, additional quality assurance testing, and/or additional quality control testing. Additional cost associated with the proposed substitution request shall be paid for by the Contractor.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Conditions: Contractor's substitution request will be received and considered by Engineer when one or more of following conditions are satisfied, as determined by Engineer; otherwise requests will be returned without action except to record noncompliance with these requirements.
  1. Specified products or methods of construction cannot be provided within Contract Time. Specified products or methods of construction cannot receive necessary approval by governing authority, and requested substitution can be approved.
  2. Substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities Owner may be

required to bear. Additional responsibilities for Owner may include additional compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner or separate Contractors, and similar considerations.

3. Specified products or methods of construction cannot be provided in manner that is compatible with other materials, and where Contractor certifies that substitution will overcome incompatibility.
  4. Specified products or methods of construction cannot be coordinated with other materials, and where Contractor certifies that proposed substitution can be coordinated.
  5. Specified products or methods of construction cannot provide warranty required by Contract Documents and where Contractor certifies that proposed substitution provide required warranty.
- B. Contractor's submittal and Engineer's review of Shop Drawings, Product Data and/or Samples that relate to construction activities not complying with Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

END OF SECTION 01 25 13

REQUEST FOR SUBSTITUTION

To: WALTER P MOORE

Attention: Webb Wright

From: \_\_\_\_\_  
Name of Company  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State\Province, Zip Code  
\_\_\_\_\_  
Phone  
\_\_\_\_\_  
Email

Fully answer all information requested below. Failure to answer any item may cause rejection of request for substitution. If requested by Engineer, submit information about manufacturer and vendor history, financial stability, distribution and support systems. Use one form for each product/assembly requested. Only first product/assembly listed will be considered on forms with more than one product listed.

Specification Section Number: \_\_\_\_\_ Drawing Number: \_\_\_\_\_

Para Number: \_\_\_\_\_ Detail Number: \_\_\_\_\_

Specified Product/Assembly: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Please answer the following questions. Attach an explanation sheet on your company's letterhead when required.

Does the proposed substitution affect dimensions indicated on Drawings?

No \_\_\_\_\_ Yes \_\_\_\_\_ (If yes, explain below).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the proposed substitution require changes in Drawings and/or design or installation changes?

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, is the cost of these changes included in the proposed amount? No \_\_\_\_\_ Yes \_\_\_\_\_



## SECTION 01 33 00 – SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
  - 1. Division 01 Section "Closeout Procedures" for submitting warranties.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's approval. Submittals may be rejected for not complying with requirements.

#### 1.4 SUBMITTAL PROCEDURES

- A. Resubmittals: Engineer will review each of Contractor's shop drawings and/or submittal data the initial time and, should resubmittal be required, one additional time to verify that reasons for resubmittal have been addressed by Contractor and corrections made. Resubmittal changes/revisions/corrections shall be circled. Engineer will review only circled items and will not be responsible for non-circled changes/revisions/corrections and additions. Should additional resubmittals be required, Contractor shall reimburse Owner for all costs incurred, including the cost of Engineer's services made necessary to review such additional resubmittals. Owner will in turn reimburse Engineer.
- B. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.



- a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal.
1. Initial Review: Allow 7 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
- E. Identification: Precede each submittal with a cover page for identification.
1. Indicate name of firm or entity that prepared each submittal on the cover page.
  2. Provide a blank space approximately 4 by 5 inches on cover page to record Contractor's review and approval markings. Provide an additional 5 by 5 inches on the cover page for the Engineer's review.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name and address of Contractor.
    - e. Name and address of Subcontractor.
    - f. Name and address of Supplier.
    - g. Name of Manufacturer.
    - h. Unique identifier, including revision number.
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
  2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
  3. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).

- e. Names of subcontractor, manufacturer, and supplier.
  - f. Category and type of submittal.
  - g. Submittal purpose and description.
  - h. Submittal and transmittal distribution record.
  - i. Remarks.
  - j. Signature of transmitter.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and electronically submit Action Submittals required by individual Specification Sections. Engineer will return submittal via email. Reviewed submittal will be stamped and may contain commentary and or redlines thought the submittal where warranted. Engineers review stamps are:
- 1. No Exceptions Taken: No commentary by the ENGINEER. No further resubmittal is required.
  - 2. Exception Noted: Commentary are contained throughout the submittal. No further resubmittal is required as long as the ENGINEER's comments are addressed.
  - 3. Revise and Resubmit: Commentary are contained throughout the submittal. Revise the submittal to account for the commentary. Submit additional submittal parts or products not included in the original submittal where noted.
  - 4. Submit Specified Item(s): One or more submitted products, assemblies, or information does not comply with the project documents. Additionally, commentary may be contained throughout the submittal. Resubmit an acceptable product(s), assemblies, or information. Revise the acceptable portions of the submittal to account for the commentary. Provide additional submittal parts or products not included in the original submittal where noted.
  - 5. Acknowledge Receipt for Records Only: Only acknowledges receipt of information requested by the Contract Documents and does not indicate that the information contained in the submittal has been reviewed for accuracy. The Contractor is responsible for confirming information on the submittal is coordinated and consistent with the Contract Documents.
  - 6. Reviewed for Reference and Information Only:
  - 7. Reviewed for Impact to Structure Only:

- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
- C. Coordination Drawings: Comply with requirements in Division 1 Section "Project Management and Coordination."

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Electronically submit copies of each submittal, unless otherwise indicated.
  - 2. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. Engineer will not return copies.
  - 3. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 4. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Provide Level 3 Schedule with progress monitoring and project control level unless Owner has more stringent scheduling requirements.
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- E. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- F. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- G. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a

product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

### 2.3 REQUESTS FOR INFORMATION

- A. Engineer reserves the right to reject, unprocessed, any RFI that the Engineer, at its sole discretion, deems already answered in the Contract Documents.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

END OF SECTION 01 33 00

## SECTION 01 73 29 – CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Divisions 02 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

#### 1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
    - a. Include description of provisions for temporary services and systems during interruption or permanent services and systems.
  - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

7. Engineer's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

## 1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch the any elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

## 1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
  1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

END OF SECTION 01 73 29



## SECTION 01 74 23 - PERIODIC AND FINAL CLEANING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for final cleaning at Substantial Completion.
  - 1. Special cleaning requirements for specific elements of Work are included in appropriate Sections of Divisions 02 through 16.
- B. General Project closeout requirements are included in Section "Closeout Procedures."
- C. Environmental Requirements: Conduct cleaning and waste disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.
  - 1. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
  - 2. Burning or burying of debris, rubbish or other waste material on the premises will not be permitted.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.

### PART 3 - EXECUTION

#### 1.1 PERIODIC CLEANING

- A. General: Provide periodic cleaning operations at the following intervals.
  - 1. Publicly Accessible Areas: Clean all surfaces at least daily at the completion of work in each area before returning the area to service.

2. Secured Construction Areas: Clean all surfaces weekly to maintain a clean and safe construction site.
- B. Protection: Provide the following temporary protective measures during construction.
1. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion
  2. Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period
  3. Contractor shall utilize temporary containment measures to prevent the spread of contaminated air. Contractor shall coordinate all temporary containment measures with the Owner's representative.
- C. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
1. Clean Project site in areas disturbed by construction activities, including landscape areas affected by construction. Remove all waste materials, litter, demolition debris, abrasive blasting agents, and foreign substances. Sweep paved areas broom clean. Remove chemical spills, stains, and other foreign deposits.
    - a. Comply with requirements of NFPA 241 for removal of combustible waste materials and debris.
    - b. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - c. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
  2. Remove tools, construction equipment, machinery and surplus material from the publicly accessible areas.
  3. Clean exposed exterior and interior hard-surfaced finishes affected by construction activities to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces.
  4. Broom clean concrete floors in occupiable spaces. Broom clean concrete floors in unoccupied spaces if requested by the Owner.
  5. Inspect light fixtures, lamps, globes and reflectors. Clean these elements if they are contaminated with construction debris beyond a usable limit.
  6. Leave publicly accessible areas of the Project Site clean and ready for occupancy.

### 3.2 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
  - 1. Clean Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains and other foreign deposits.
  - 2. Remove tools, construction equipment, machinery and surplus material from the site.
  - 3. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - 4. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
  - 5. Broom clean concrete floors in all construction spaces.
  - 6. Leave Project clean and ready for occupancy.
  
- B. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during remainder of construction period.
  
- C. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.
  - 1. Where extra materials of value remain after completion of associated construction, that have become Owner's property, relocate or dispose of these materials as directed by the Owner.

END OF SECTION 01 74 23

## SECTION 01 77 00 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
  - 1. Inspection procedures.
  - 2. Submittal of warranties.
  - 3. Final cleaning.
- B. Closeout requirements for specific construction activities are included in appropriate Sections in Divisions 02 through 16.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete following. List exceptions in request.
  - 1. In Application for Payment that coincides with, or first follows, date Substantial Completion is claimed, show 100% completion for portion of Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and statement showing an accounting of changes to Contract Sum.
    - a. If 100% completion cannot be shown, include list of incomplete items, value of incomplete construction, and reasons Work is not complete.
  - 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  - 3. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
  - 4. Deliver tools, spare parts, extra stock, and similar items.
  - 5. Make final change-over of permanent locks and transmit keys to Owner. Advise Owner's personnel of change-over in security provisions.

6. Complete start-up testing of systems, and instruction of Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from site, along with construction tools, mock-ups, and similar elements.

B. Inspection Procedures: On receipt of request for inspection, Engineer/Architect will either proceed with inspection or advise Contractor of unfilled requirements. Engineer/Architect will prepare Certificate of Substantial Completion following inspection, or advise Contractor of construction that must be completed or corrected before certificate will be issued.

1. Engineer/Architect will repeat inspection when requested and assured that Work has been substantially completed.
2. Engineer/Architect will provide one repeat inspection under its contract with Owner. Subsequent inspections shall be at Contractor's expense.
3. Results of completed inspection will form basis of requirements for final acceptance.

#### 1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in request.

1. Submit final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to Contract Sum.
3. Submit certified copy of Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and list has been endorsed and dated by Engineer.
4. Submit consent of surety to final payment.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

#### PART 2 - PRODUCTS (NOT APPLICABLE).

#### PART 3 - EXECUTION

##### 3.1 CLOSEOUT PROCEDURES

A. Operating and Maintenance Instructions: Arrange for each installer of equipment or materials that require regular maintenance to meet with Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives.

## SECTION 03 01 01 - SURFACE PREPARATION FOR PATCHING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the provisions of all labor, materials, supervision and incidentals required to locate and remove all delaminated and unsound concrete, including preparation of cavities created by removal to receive patching material and preparation of existing surface spalls to receive patching material.
- B. Related Sections include the following:
  - 1. Division 03 Section “Concrete Repair Materials.”
- C. Contractor shall fully acquaint himself with the existing job site conditions and discuss the accessibility of the work areas with the Owner.
- D. Provide barricades around the work area with appropriate signage to keep non-construction people from entering work area.

#### 1.2 REFERENCES

- A. Applicable Standards:
  - 1. American Concrete Institute (ACI), latest version:
    - a. ACI 301            Specifications for Structural Concrete
    - b. ACI 546.1R       Guide for Repair of Concrete Bridge Structures
    - c. ACI 546R         Concrete Repair Guide
  - 2. International Concrete Repair Institute (ICRI):
    - a. ICRI 310.1R      Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion
    - b. ICRI 310.2R      Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair
    - c. ICRI 320.2R      Guide for Selecting and Specifying Materials for Repair of Concrete Surfaces

### PART 2 - PRODUCTS AND MANUFACTURERS

- A. Cementitious epoxy coating for existing exposed non-prestressed steel reinforcement:
  - 1. BASF: MasterEmaco P 124
  - 2. Sika Chemical Corporation: Armatec 110 EpoCem
  - 3. Euclid Chemical: Duralprep A.C.

## 2.2 SUBSTITUTIONS

- A. Substitutions may be considered provided complete technical information and job references are furnished to the Owner/Engineer and approved prior to commencement of work.
- B. Changes in products required to suit temperature and environmental conditions at the time of material application shall be specified as separate line items by the Contractor showing credit or additions to the price for the various tasks.
- C. In using the above products, follow strictly the manufacturer's specifications and directions for mixing and application. Also heed all label warnings by manufacturer. Make application in accordance with applicable safety laws.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Horizontal Surfaces
  - 1. Contractor shall sound all designated floor areas for delaminations.
- B. Vertical and Overhead Surfaces
  - 1. Contractor shall sound only vertical and overhead surfaces in designated areas that show evidence of cracking and/or staining. Cracks, usually horizontal in orientation along beam faces, and vertical in orientation near column corners are indicators of delaminated concrete.
- C. Delaminated areas: Once located by Contractor, Contractor shall further sound and mark them to define limits.
- D. Spalls: Contractor shall locate spalls by visual inspection, and mark boundaries.
- E. Engineer may mark additional unsound concrete for removal.
- F. Areas to be removed shall be rectangular to provide adequate appearance.
- G. Contractor shall locate and determine the depth of all embedded reinforcement, electrical conduit, post-tensioned tendons, in repair area and mark these locations for reference during concrete removal. Do not cut any embeds unless approved by Engineer.

### 3.2 ABRASIVE BLASTING

- A. Necessary approvals shall be obtained by the Contractor from authorizing governmental or other agencies prior to abrasive-blasting. Abrasive-blasting operations shall comply with the requirements of OSHA and NIOSH (National Institute for Occupational Safety and Health) Standard PB-246-697.

### 3.3 REPAIR PREPARATION

- A. Contractor shall review all marked removal and preparation areas and request clarification by Engineer of shoring requirements in questionable areas. Shores shall be in place prior to concrete removal and cavity preparation in any area requiring shores.
- B. All delaminated, spalled and unsound concrete shall be removed from within marked boundary to minimum depth of 3/4 inch (19mm) using 15 lb to 30 lb (650N to 130N) air hammers equipped with chisel point bits. When directed by Engineer, chipping hammers less than 15 lb (65 N) shall be used to minimize damage to sound concrete. If delaminations exist beyond minimum removal depth, chipping shall continue until all unsound and delaminated concrete has been removed from cavity.
- C. Where embedded reinforcement, anchorages, or electrical conduit is exposed by concrete removal, proceed with caution to avoid damaging it during removal of unsound concrete. If bond between exposed embedded reinforcement/anchorages and adjacent concrete is impaired by Contractor's removal operation, Contractor shall perform additional removal around and beyond perimeter of reinforcement for minimum of 3/4 inch (19mm) along entire length affected at no cost to owner.
- D. If rust is present on embedded reinforcement where it enters sound concrete, additional removal of concrete along and beneath reinforcement will be required. Additional removal shall continue until non-rusted reinforcement is exposed, or may be terminated per Engineer's instructions.
- E. Removal of concrete for repair requires saw cutting 3/4 inch (19mm) into floor slab of the perimeter of the removal, unless a more stringent criteria applies. For vertical and overhead surfaces marked areas shall be saw-cut, ground, or chipped to depth of 1/2 inch (12 mm) to existing concrete, measured from original surface.
- F. Edges of patch areas shall be dressed perpendicular to member face to eliminate feather edges. All edges shall be straight and patch areas square or rectangular-shaped. Do not overcut patch corners during sawcutting, chipping, or grinding.
- G. Contractor shall exercise extra caution during saw cutting to avoid damaging existing reinforcement particularly post-tensioned tendons, sheathing, electrical conduit and any other embedded items near surface of concrete. Any damage to existing embedded items shall be repaired by Contractor with Engineer's approved methods at no additional cost to Owner.

### 3.4 INSPECTION OF REPAIR PREPARATION

- A. After removals are complete, but prior to final cleaning, cavity and exposed reinforcement shall be inspected by Contractor and subject to verification by Engineer for compliance with requirements of this Section.
- B. Contractor shall inspect embedded reinforcement and conduits exposed within cavity for defects due to corrosion or damage resulting from removal operations. Contractor shall notify Engineer of all defective and damaged reinforcement or conduits. Replacement of damaged or defective reinforcement/conduits shall be performed in accordance to the requirements of this Section.



### 3.5 CLEANING OF REINFORCEMENT

- A. All exposed reinforcing steel shall be cleaned and free of rust and other contaminants. Cleaning shall be accomplished by abrasive methods. Cleaning shall be completed immediately before patch placement to insure that base metal is not exposed to elements and further rusting for extended periods of time. Use powered wire brushes in locations where reinforcing steel cannot be cleaned by abrasive-blasting or water-blasting.
- B. All exposed reinforcing steel shall be coated with a corrosion inhibiting product specified in Part 2 of this specification prior to mortar application. Protect prepared surfaces from damage prior to and during patch placement.

### 3.6 REINFORCEMENT IN REPAIR AREAS

- A. All embedded reinforcement exposed during surface preparation that has lost more than 10% of original cross-sectional area due to corrosion shall be considered defective. Defective reinforcement shall be supplemented in accordance to Engineer's instructions and shall be paid for by Owner.
- B. Damaged reinforcement caused during removals made by Contractor shall be supplemented in accordance to Engineer's instructions and shall be paid for by Contractor.
- C. Supplement defective or damaged embedded reinforcement of equal diameter with a Class B splice in accordance to ACI-318 beyond damaged portion of reinforcement. Secure new reinforcement to existing reinforcement with approved anchors. Supplemental steel shall be A615 Grade 60 steel except where more stringent requirements apply in drawings and/or details.
- D. Loose reinforcement exposed during surface preparation shall be securely anchored prior to patch placement. Loose reinforcement shall be adequately secured with wire ties to bonded reinforcement or with drilled-in anchors. Drilled-in anchors shall be TW-1400 anchors by ITW Ramset/Red Head, Tie-Wire Wedge-All anchors by Simpson Strong-Tie, or approved equal. Engineer will determine adequacy of wire ties and anchors. Securing loose reinforcement is incidental to surface preparation.
- E. Minimum of 1-1/2 inch (38 mm) concrete cover shall be provided over all new/existing reinforcement except where more stringent requirements apply in drawings and/or details.

### 3.7 PREPARATION OF CAVITY FOR PATCH PLACEMENT

- A. Cavities will be examined prior to commencement of patching operations. Sounding surface shall be part of examination. Delaminations noted during sounding shall be removed as specified in this Section.
- B. All debris shall be removed from site prior to commencement of patching.

END OF SECTION 03 01 01

SECTION 03 01 05 – CONCRETE REPAIR MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the provisions of all labor, materials, supervision and incidentals required to prepare deteriorated or damaged concrete surfaces and install patching materials to restore original surface condition and integrity.
- B. Related Sections include the following:
  - 1. Division 03 Section “Surface Preparation for Patching.”
- C. Contractor shall fully acquaint himself with the existing job site conditions and discuss the accessibility of the work areas with the Owner.
- D. Contractor shall ensure that there is adequate ventilation in areas where repair work is being performed and that no work results in nauseating, annoying or toxic fumes and odors from entering occupied areas. Provide barricades around the work area with appropriate signage to keep non-construction people from entering work area.
- E. Contractor shall provide all traffic cones or barriers to direct traffic during the repair of the facility. This work shall be done in consultation with the Owner.

1.3 REFERENCES

- A. Applicable Standards:
  - 1. American Concrete Institute (ACI):
    - a. ACI 301R Specifications for Structural Concrete
    - b. ACI 305R Hot Weather Concreting
    - c. ACI 306R Cold Weather Concreting
    - d. ACI 308R Guide to Curing Concrete
    - e. ACI 318R Building Code Requirements for Structural Concrete
    - f. ACI 548.1R Guide for Use of Polymers in Concrete
  - 2. International Concrete Repair Institute (ICRI):
    - a. ICRI 310.1R Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion

- b. ICRI 310.2R Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair
  - c. ICRI 320.2R Guide for Selecting and Specifying Materials for Repair of Concrete Surfaces
3. American Society for Testing and Materials (ASTM):
- a. ASTM C109 Test Method for Compressive Strength of Hydraulic Cement Mortars

#### 1.4 INFORMATION SUBMITTALS

- A. Make submittals in accordance with requirements of Division 01 and as specified in this Section.
- B. Product Data: Product data sheets, Material Safety Data Sheets/Safety Data Sheets (MSDS/SDS), and installation instructions for each product selected.
- C. Material Certificates:
  - 1. Where product data does not indicated material compatibility of independent products that form a system assembly; provide a written statement of material compatibility from the system assembly manufacturer. System assembly shall include:
    - a. Concrete Repair Materials
    - b. Epoxy Bonding Agents
    - c. Epoxy Coatings for Reinforcement

#### 1.5 ACTION SUBMITTALS

- A. Proposed Means and Methods:
  - 1. Contractor shall submit procedures to protect fresh resurfacing, patches, and concrete from weather and traffic.

#### 1.6 QUALITY ASSURANCE

- A. Work shall conform to requirements of the American Concrete Institute (ACI and International Concrete Repair Institute (ICRI) as applicable except where more stringent requirements are shown on Drawings or specified in this Section.
- B. Source Limitations: For each independent repair location, use concrete repair materials, epoxy bonding agents, epoxy coatings for reinforcement, galvanic anodes, and repair material admixtures of a single manufacturer.
- C. Qualifications
  - 1. Manufacturer's Qualifications: Companies furnishing the repair materials shall have a proven track record of at least five years. Furthermore, they shall have in existence a

program of training, certifying, and supporting a nationally organized program of approved contractors. Evidence of this shall be made available to the Engineer/Owner upon request.

2. Contractor's Qualifications: Contractor performing the work shall be an approved contractor by the manufacturer furnishing the repair materials, and shall have no less than five years of experience in the various types of concrete repair work required in this project. Upon request by the Engineer, a notarized certification from the manufacturer attesting to the training shall be submitted to the Engineer/Owner.
3. Applicator's Qualifications:
  - a. Concrete repair work shall only be performed by contractors who have successfully used this process on at least three similar structural repairs of equal scope which have performed successfully for a minimum period of five years.
  - b. Only adequately trained and experienced personnel shall be used on the job.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR CEMENTITIOUS REPAIR MORTARS

- A. Mortar used for bonding, patching, and resurfacing in exposed or exterior environmental conditions with large cyclic temperature changes shall have the following properties:
  1. Repair mortar for unformed vertical and overhead repairs shall be non-sagging.
  2. Acceptable structural repair materials shall have minimum 3-day compressive strength (ASTM C 39 or ASTM C 109) of 3,000 psi (20 MPa), and 5,000 psi (35 MPa) at 28 days as certified by manufacturer.
  3. Coefficient of thermal expansion shall be comparable with that of concrete [ $5.5 \times 10^{-6}$  in/in/ $^{\circ}$ F ( $9.9 \times 10^{-6}$  mm/mm/ $^{\circ}$ C)].
  4. Acceptable structural repair materials shall have a maximum 1 year drying shrinkage (ASTM C 157) of 0.05%.
  5. Sand and aggregate extension used in preparing mortar shall be graded oven dry quartzite furnished in bags.
  6. The cured repair mortar material shall match the existing texture and color of existing exposed/cured concrete without giving a blotchy appearance. A test patch shall be applied for approval prior to final acceptance of the mortar. Size of test patch shall be approximately equal to the size of the average mortar patch to be used on the project.

### 2.2 CONCRETE REPAIR MATERIALS

- A. Polymer Modified Mortar For Overhead/Vertical Repairs:
  1. BASF Construction Chemicals; MasterEmaco N 425

2. Sika Corporation; SikaRepair 223 with undiluted Latex R
3. Sika Corporation; SikaTop 123 Plus
4. Euclid Chemical Company; Verticoat
5. Euclid Chemical Company; Verticoat Supreme
6. MAPEI; Planitop XS

B. Polymer Modified Mortar for Horizontal Repairs:

1. BASF Construction Chemicals; MasterEmaco N 300 CI (formerly EMACO R300 CI), MasterEmaco T 310 CI (formerly EMACO R310 CI)
2. Sika Corporation; SikaTop 122 Plus
3. Sika Corporation; Sika 222 with Latex R
4. Euclid Chemical Company; Eucocrete Supreme

C. Polymer Modified Mortar for Grout Wash Repairs at Tread/Riser Interface (T.I. 4.5A):

1. Euclid Chemical Company; Tammspatch II
  - a. Install mortar in strict accordance with manufacturer's specifications.

## 2.3 ACCESSORY PRODUCTS

A. Bonding Agent:

1. Three-component, cementitious, epoxy-modified bonding agent for bonding new concrete to existing concrete.
  - a. BASF Construction Chemicals; MasterEmaco P 124
  - b. Sika Corporation; Armatec 110 EpoCem
  - c. Euclid Chemical Company; Duralprep A.C.
2. Two component epoxy bonding agent for bonding new concrete to existing concrete.
  - a. BASF Construction Chemicals; MasterEmaco ADH 326 or MasterEmaco ADH 327
  - b. Sika Corporation; Sikadur 32 Hi-Mod
  - c. Euclid Chemical Company; Dural LPL MV

## 2.4 SUBSTITUTIONS

- A. Product substitutions may be considered provided complete technical information and job references are furnished to the Owner/Engineer and approved prior to commencement of work.
- B. Changes in products required to suit temperature, environmental conditions, and local VOC regulations at the time of material application shall be specified as separate line items by the Contractor showing credit or additions to the price for the various tasks.
- C. In using the above products, follow strictly the manufacturer's specifications and directions for mixing and application. Also read all label warnings by manufacturer. Make application in accordance with applicable safety laws.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

##### A. Application Planning

1. In using the specified products of this Section, follow strictly the Manufacturer's specifications and written instructions for mixing and application.
2. Review all Manufacturer warning labels and Material Safety Data Sheets/Safety Data Sheets (MSDS/SDS).
3. Apply all materials in accordance with applicable safety laws.

#### 3.2 SURFACE PREPARATION

- A. Concrete surface to which the repair material is to be applied shall be exposed parent concrete free of loose and unsound materials. Preparation of cavity to receive new repair material shall be in accordance to Section “Surface Preparation for Patching” and manufacturer’s instructions.
- B. Concrete Surface Inspection: Ensure that the surface and ambient temperature is at least 45°F (7°C) and rising at the time of application.

#### 3.3 PATCHING WITH REPAIR MORTAR

##### A. Bonding Agent

1. Apply a scrub coat of the repair mortar in strict accordance with manufacturer’s recommendations. Alternatively, a bonding agent may be applied on the prepared surface prior to placement of the repair mortar.
2. If bonding agent dries, cavity shall not be patched until it has been re-cleaned and prepared as indicated in Section “Surface Preparation for Patching.” Bonding agent shall not be applied to more cavities than can be patched within 15 minutes by available manpower.
3. Patching materials shall be placed immediately following bonding agent application in strict accordance with manufacturer’s instructions.

##### B. Mortar Application

1. Condition repair mortar material to 65°F-80°F (18°C-26°C) unless otherwise recommended by the manufacturer. Materials beyond this range of temperature shall not be used.
2. Mix the components in a clean container free of contaminants as recommended by the manufacturer.
3. Thoroughly blend components and aggregates with portable mixers to a uniform and homogenous mixture. Small batches of one quart or less may be mixed by spatulas, palette knives or similar devices.

4. Mixing should be accomplished within three minutes when using Jiffy mixer or five minutes when mixed by hand.
5. Apply mortar by means suitable for the consistency of the mortar mix.
6. Use appropriate forms as required for retaining mortar if mixed to a flowable consistency.
7. Consolidate the mortar thoroughly to remove entrapped air.
8. Supplemental wire mesh shall be required for delamination and spall repairs greater than 4 square feet (0.4 square meter) in area and greater than 2 inch (50 mm) depth. Fresh bonding grout is required between successive lifts of patching material.
9. Finish surface of mortar to match the texture and contours of existing concrete.

### 3.4 FORM AND POUR REPAIR PLACEMENT

#### A. Bonding Agent

1. Apply a scrub coat of the repair mortar in strict accordance with manufacturer's recommendations. Alternatively, a bonding agent may be applied on the prepared surface prior to placement of the repair mortar.
2. If bonding agent dries, cavity shall not be patched until it has been re-cleaned and prepared as indicated in Section "Surface Preparation for Patching." Bonding agent shall not be applied to more cavities than can be placed within the manufacturers published open time limitations by available manpower.
3. Concrete materials shall be placed immediately following bonding agent application in strict accordance with manufacturer's instructions.

#### B. Concrete Placement

1. Condition concrete repair material to 65°F-80°F (18°C-26°C) unless otherwise recommended by the manufacturer. Materials beyond this range of temperature shall not be used.
2. Mix the components in a clean container free of contaminants as recommended by the manufacturer.
3. Thoroughly blend components and aggregates with portable mixers to a uniform and homogenous mixture.
4. Mixing should be accomplished within three minutes when using Jiffy mixer or drum mixer. Mixing shall be accomplished within five minutes when mixed by hand.
5. Place concrete by means suitable for the consistency of the mix. Do not free fall drop concrete more than 8 feet.
6. Use appropriate forms as required for retaining flowable concrete mixes.

7. Consolidate the concrete thoroughly to remove entrapped air.

### 3.5 CURING

- A. Immediately after finishing, keep patch material continually moist for at least 24 hrs. Continue curing for first 7 days after patch placement. During initial and final curing periods maintain patch material above 50 °F.
- B. Prevent rapid drying at end of curing period.
- C. Provide additional curing as required by manufacturer's recommendations.

### 3.6 CLEANUP

- A. Protect surfaces surrounding the work areas against spillage.
- B. Material spillage shall be cleaned before it sets and becomes difficult to remove.
- C. Cleanup all portions of the existing structure that are soiled or stained in the process of concrete repair work.

### 3.7 FIELD QUALITY CONTROL

- A. Responsibilities
  1. Contractors Responsibility: Contractor is responsible for performing continuous field quality control during the progress of work.
- B. Minimum Quality Control Requirements
  1. Ensure edges of resurfacing and repairs are saw cut to prevent feather edges. Ensure corners of the repair are not overcut.
  2. Ensure repair material is placed within the epoxy bonding agent open items.
  3. Review material expiration dates and remove expired materials from the project site.
  4. Accurately measure and monitor the addition of water and aggregate extension when mixing repair mortar or concrete.
  5. Monitor repair material working times and dispose of all materials that have exceeded the manufacturer's published working time.
  6. Patched areas shall be sounded by the Contractor after curing for 72 hours. Contractor shall repair all hollowness detected by removing and replacing patch or affected area at no cost to Owner.



7. If shrinkage cracks appear in patch area after the initial curing period is concluded, the patch in question shall be considered unacceptable, and it shall be removed and replaced by Contractor at no cost to Owner.

C. Acceptance of Work

1. Acceptance of completed concrete repair will be in accordance to ACI 301.

END OF SECTION 03 01 05

## SECTION 07 92 00 – JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the provisions of all labor, materials, supervision and incidentals required to install joint sealants and associated materials.
- B. Contractor shall fully acquaint himself with the existing job site conditions and discuss the accessibility of the work areas with the Owner.
- C. Contractor shall ensure that there is adequate ventilation in areas where repair work is being performed and that no work results in nauseating, annoying or toxic fumes and odors from entering occupied areas. Provide barricades around the work area with appropriate signage to keep non-construction people from entering work area.
- D. Contractor shall provide all traffic cones or barriers to direct traffic during the repair of the facility. This work shall be done in consultation with the Owner.

#### 1.3 REFERENCES

- A. Applicable Standards:
  - 1. American Society for Testing and Materials (ASTM):
    - a. ASTM C 1193 Standard Guide for Use of Joint Sealants

#### 1.4 INFORMATION SUBMITTALS

- A. Make submittals in accordance with requirements of Division 01 and as specified in this Section.
- B. Product Data: Product data sheets, Material Safety Data Sheets/Safety Data Sheets (MSDS/SDS), and installation instructions for each product proposed for use on the project.
- C. Material Certificates: Where product data does not indicated material compatibility of independent products that form a system assembly; provide a written statement of material compatibility from the system assembly manufacturer. System assembly shall include:
  - 1. Substrate Cleaning Solvents
  - 2. Backer Materials

3. Primers
4. Sealant Materials

D. Environmental Certification:

1. Certification that products and installation comply with applicable EPA, OSHA, and VOC requirements regarding health and safety hazards.
2. Certification that products and installation comply with applicable CEPA, CCOHS, and VOC requirements regarding health and safety hazards.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project Site in original unopened containers, or bundles with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, curing time and mixing instructions for multicomponent materials.
- B. Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.6 PROJECT CONDITIONS

- A. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:
  1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturers.
  2. When joint substrates are wet due to rain, frost, condensation or other causes.
  3. Joint Width Conditions: Do not proceed with installation of joint sealants when joint widths are less than allowed by sealant manufacturer for application indicated.

1.7 QUALITY ASSURANCE

- A. A. Single Source Responsibility for Joint Sealant Materials: Obtain joint sealant materials from a single manufacturer for each different product required. Provide one year warranty on installation and materials.
- B. Contractor's Qualifications: Contractor performing the work shall be an approved contractor by the manufacturer furnishing the materials, and shall have no less than three years experience in related work required in this project. Upon request by the Engineer, a notarized certification from the manufacturer attesting to the training shall be submitted to the Engineer/Owner.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS

- A. General requirements for traffic grade Polyurethane Sealants

1. Primer: Provide type recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant-substrate and field tests.
  2. Self-leveling polyurethane sealants require tooling in accordance with project details.
  3. Compounds used for sealants shall not stain concrete or masonry. Aluminum pigmented compounds not acceptable.
  4. The color of sealants shall match adjacent surfaces.
- B. Polyurethane Sealant For Horizontal, Non-Cove Joints: Two-component, non-sagging, polyurethane based, elastomeric sealant meeting the requirements of ASTM C920, Type M, Grade P, Class 25, Use T.
1. BASF Construction Chemicals
    - a. Primer: MasterSeal P 173
    - b. Sealant: MasterSeal SL 2
  2. Sika Corporation
    - a. Primer: Sikaflex 260, 429 or 449
    - b. Sealant: Sikaflex-2c NS TG

## 2.2 ACCESSORY PRODUCTS

- A. Cleaners for Nonporous Surfaces: Provide non-staining, chemical cleaner of type acceptable to manufacturer of sealant and sealant backing materials which are not harmful to substrates and adjacent nonporous materials.
- B. Backer Materials
1. General: Provide sealant backings of material and type which are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
  2. Plastic Foam Joint-Fillers: Preformed, compressible, resilient, non-waxing, non-extruding strips of plastic foam of material indicated below, and of size, shape and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
  3. Backer Rod: Either flexible, open cell polyurethane foam or non-gassing, closed-cell polyethylene foam, unless otherwise indicated, subject to approval of sealant manufacturer.
  4. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing bond between sealant and joint filler or other materials at back surface of joint. Provide self-adhesive taper where applicable.
- C. Masking Tape: Provide non-staining, non-absorbent type compatible with joint sealants and to surfaces adjacent to joints.

## 2.3 SUBSTITUTIONS

- A. Product substitutions may be considered provided complete technical information and job references are furnished to the Owner/Engineer and approved prior to commencement of work.
- B. Changes in products required to suit temperature, environmental conditions, and local VOC regulations at the time of material application shall be specified as separate line items by the Contractor showing credit or additions to the price for the various tasks.
- C. Product substitutions are not permitted for this project.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Require installer to inspect joints indicated to receive joint sealants for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealant performance. Obtain installer's written report listing any condition detrimental to performance of joint sealant work. Do not allow joint sealant work to proceed until unsatisfactory conditions have been corrected.

### 3.2 SURFACE PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturers and the following requirements:
  - 1. Remove all foreign material from joint substrates which could interfere with adhesion of joint sealant, including dust; paint, except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer; oil; grease; waterproofing; water repellants; water; surface dirt and frost.
  - 2. Clean concrete, substrate surfaces, by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
  - 3. Remove laitance from concrete.
- B. Joint Priming: Prime all joint substrates where indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primers to areas of joint sealant bond. Do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturers' printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Elastomeric Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:
  - 1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths which allow optimum sealant movement capability.
  - 2. Do not leave gaps between ends of joint-fillers.
  - 3. Do not stretch, twist, puncture or tear joint-fillers.
  - 4. Remove absorbent joint-fillers which have become wet prior to sealant application and replace with dry material.
  - 5. Install bond breaker tape between sealants and joint-fillers, compression seals or back of joint where required to prevent third-side adhesion of sealant to back of joint.
- D. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability. Do not smear sealant onto adjacent surfaces.
- E. Tooling of Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants in concave joint configuration per ASTM C 1193, unless otherwise indicated to form smooth, uniform beads of configuration indicated, to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

### 3.4 PROTECTION AND CLEANING

- A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and reseal joints with new materials to produce sealant installations with repaired areas indistinguishable from original work.
- B. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by the manufacturer of the sealants and of the products used in the joints.

END OF SECTION 07 92 00

# RAYMOND JAMES STADIUM MISCELLANEOUS CONCRETE REPAIRS TAMPA, FLORIDA

WALTER P MOORE

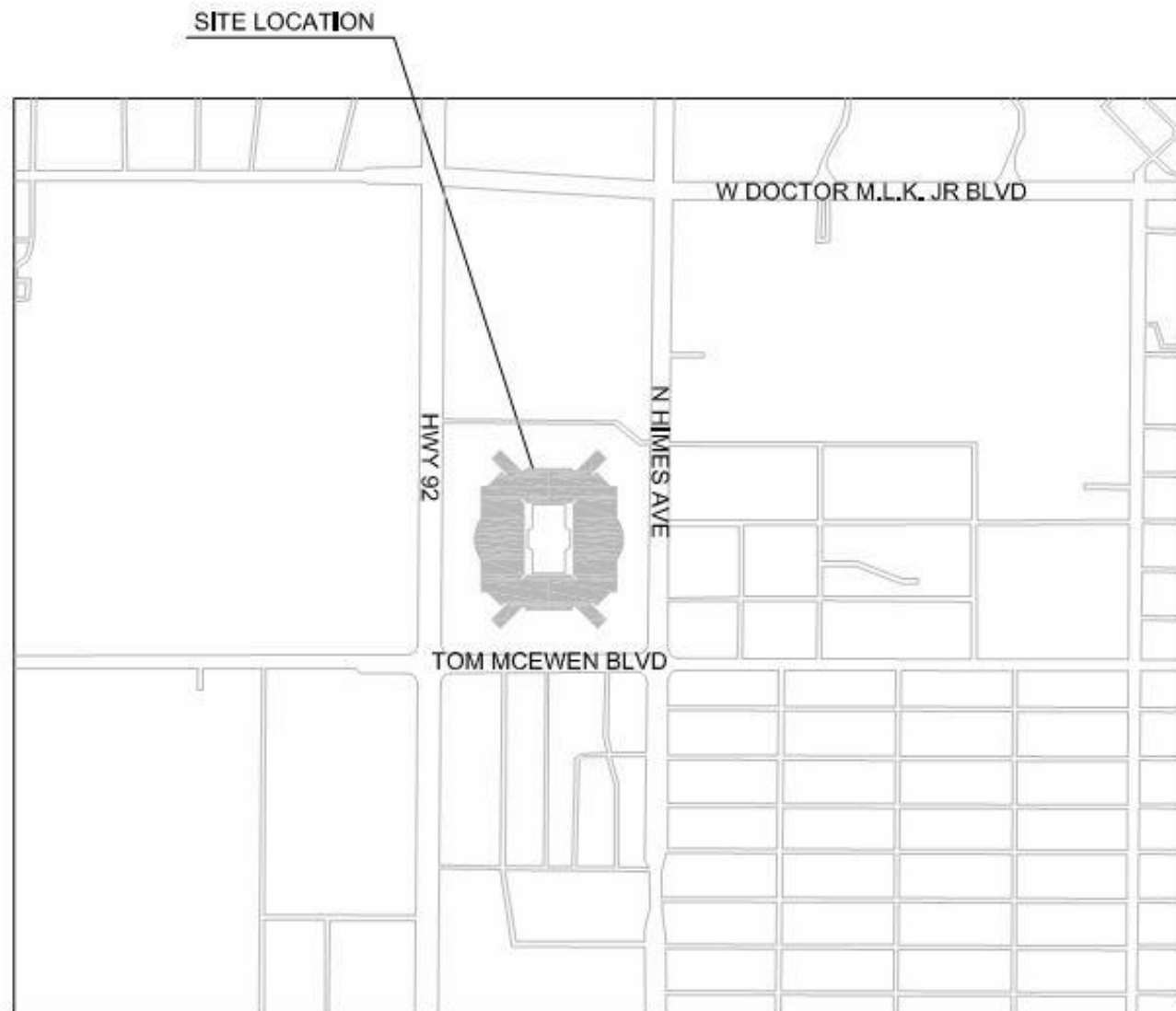
WALTER P. MOORE AND ASSOCIATES, INC.  
300 SOUTH ORANGE AVENUE, SUITE 1200  
ORLANDO, FLORIDA 32801.3332  
PHONE: 407.418.2218 FAX: 407.418.2257

Project Name:

**RAYMOND JAMES  
STADIUM -  
MISCELLANEOUS  
CONCRETE  
REPAIRS**

Client:

**TAMPA SPORTS  
AUTHORITY**



**SITE MAP**

SHEET LIST	
SHEET NUMBER	SHEET NAME
S0.0	COVER SHEET
S0.1	GENERAL NOTES
S1.1	PARTIAL PLAN - AREA A
S1.2	PARTIAL PLAN - AREA B
S1.3	PARTIAL PLAN - AREA C
S1.4	PARTIAL PLAN - AREA D
S2.0	DETAILS
S2.1	DETAILS
S2.2	DETAILS
S2.3	TYPICAL EXISTING CONDITIONS
S2.4	TYPICAL EXISTING CONDITIONS
S2.5	TYPICAL EXISTING CONDITIONS

E. Webb Wright, P.E.  
Professional Engineer No. 57639  
Firm Certificate of Authorization Number 3818

No.	Date	Description
05/30/18		90% CDs
06/26/18		ISSUED FOR BID

Designed by: JB

Approved by: WW

Drawn by: RC

Project Number: D07.17005.02

Date: May 30, 2018

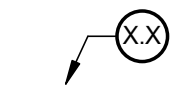
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**COVER SHEET**

Sheet Title:

**S0.0**

# GENERAL STRUCTURAL NOTES

PART I - DESIGN CRITERIA	PART V - MISCELLANEOUS	PART V - MISCELLANEOUS (CONTINUED)	PART VI - DRAWING INTERPRETATION																																		
<p>A. GENERAL BUILDING CODE</p> <ol style="list-style-type: none"> <li>The Repair Documents are based on the requirements of the Florida Building Code 2017.</li> </ol>	<p>A. CONTRACT DOCUMENTS</p> <ol style="list-style-type: none"> <li>It is the responsibility of the Contractor to obtain all Contract Documents and latest addenda and to submit such documents to all subcontractors and material suppliers prior to the submittal of shop drawings, fabrication of any structural members, and erection in the field.</li> <li>The contract structural drawings and specifications represent the repaired structure, and, except where specifically shown, do not indicate the method or means of construction. The Contractor shall supervise and direct the work and shall be solely responsible for all construction means, methods, procedures, techniques, and sequence.</li> <li>Refer to drawings of existing facility (other than repair drawings) for complete information including: Expansion joint systems, previous repairs performed in the facility, presence of post-tensioning, location and size of structural members (beams, columns, walls, etc.), slab thickness, and other information relevant to the project.</li> <li>Where member locations are not specifically dimensioned, members are either located on columns lines or are equally spaced between located members.</li> <li>If certain features are not fully shown or specified on the drawings or in the specifications, their construction shall be of the same character as shown or specified in similar conditions.</li> </ol>	<ol style="list-style-type: none"> <li>The contractor shall perform a pre-construction condition survey to document site conditions prior to start of work. Submit survey to Owner and the Engineer. Document location and condition of any construction designated for removal and re-installation.</li> <li>The contractor shall repair all damage caused during construction with similar materials and workmanship to restore conditions to levels acceptable to the Owner.</li> </ol> <p>D. CONTRACTOR SUBSTITUTIONS</p> <ol style="list-style-type: none"> <li>Any materials or products submitted for approval that are different from the material or products specified in the structural contract documents will be considered for approval only if the following criteria are satisfied:             <ol style="list-style-type: none"> <li>A cost savings to the Owner is documented and submitted with the request.</li> <li>The material or product has been approved by the International Code Council (ICC) and the ICC report is submitted with the request.                 <ol style="list-style-type: none"> <li>The ICC ESR that is submitted must reference the building code under which the project is permitted.</li> <li>ICC reports that have been discontinued at the time of product installation will not be accepted.</li> </ol> </li> </ol> </li> <li>Submittals not satisfying the above criteria will not be considered.</li> </ol>	<p>A. DRAWING VIEWS LABELED AS "TYPICAL"</p> <ol style="list-style-type: none"> <li>Partial plans, elevations, sections, details, or schedules labeled with "Typical" at the beginning of their title shall apply to all situations occurring on the project that are the same or similar to those specifically shown. The applicability of the content of these views to locations on the plan can be determined from the title of the views. Such views shall apply whether or not they are keyed in at each location. Decisions regarding applicability of these "Typical" views shall be determined by the Structural Engineer.</li> </ol> <p>B. STRUCTURAL ABBREVIATIONS, SYMBOLS, AND NOTATIONS</p> <ol style="list-style-type: none"> <li>The following abbreviations and notations may appear on the drawings:             <table style="margin-left: 20px; border: none;"> <tr><td>CSP</td><td>CONCRETE SURFACE PROFILE</td></tr> <tr><td>FV</td><td>FIELD VERIFY</td></tr> <tr><td>NTS</td><td>NOT TO SCALE</td></tr> <tr><td>REINF</td><td>REINFORCING</td></tr> <tr><td>T.I.</td><td>TASK ITEM</td></tr> <tr><td>TYP</td><td>TYPICAL</td></tr> </table> </li> </ol> <p>C. SYMBOLS</p> <div style="margin-left: 20px;">  <span style="margin-left: 10px;">REPAIR LOCATION</span> </div> <table border="1" style="margin-left: 20px; border-collapse: collapse; width: 100%;"> <thead> <tr> <th style="width: 15%;">TASK ITEM</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td>1.1</td><td>PROJECT MOBILIZATION AND DEMOBILIZATION</td></tr> <tr><td>2.3</td><td>PARTIAL DEPTH CONCRETE FLOOR REPAIR</td></tr> <tr><td>3.5</td><td>NON-POST TENSIONED BEAM REPAIR</td></tr> <tr><td>4.1</td><td>CONCRETE WALL REPAIR</td></tr> <tr><td>4.3</td><td>GROUT POCKET REPAIR - SEATING RISERS</td></tr> <tr><td>4.3A</td><td>GROUT POCKET REPAIR - RAMPS</td></tr> <tr><td>4.5</td><td>GROUT WASH REPAIR - TREAD/RISER INTERFACE</td></tr> <tr><td>4.5A</td><td>GROUT WASH REPAIR - SEATING STAIRS</td></tr> <tr><td>7.1</td><td>CRACK REPAIR</td></tr> <tr><td>10.5</td><td>CLEAN AND COAT CORRODED STEEL</td></tr> </tbody> </table>	CSP	CONCRETE SURFACE PROFILE	FV	FIELD VERIFY	NTS	NOT TO SCALE	REINF	REINFORCING	T.I.	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<p>PART II - NON-DESTRUCTIVE EVALUATION</p> <p>A. ITEMS EMBEDDED IN CONCRETE STRUCTURES</p> <ol style="list-style-type: none"> <li>Items embedded in concrete structures shall not be damaged during repair work or installation of new members requiring post-installed anchors. Embedded items may include mild reinforcement, prestressing reinforcement, dowels, embedded connections, electrical conduits, plumbing, etc.</li> <li>Items embedded in concrete shall be located by non-destructive evaluation prior to performing any work. Contractor shall mark on the structure the location of embedded items and provide a report to the Engineer.</li> <li>Engineer may require a particular non-destructive evaluation method for the location of embedded items.</li> </ol>	<p>B. CONFLICTS IN STRUCTURAL REQUIREMENTS</p> <ol style="list-style-type: none"> <li>Where conflict exists among the various parts of the repair contract documents, repair drawings, general notes, and specifications, the strictest requirements, as indicated by the Engineer, shall govern.</li> </ol> <p>C. EXISTING CONDITIONS</p> <ol style="list-style-type: none"> <li>The Contractor shall verify all dimensions and conditions of the existing building at the job site and report any discrepancies from assumed conditions shown on the drawings to the Engineer prior to the fabrication and erection of any members. Existing dimensions shown on the drawings are for general reference only and should not be used for final construction or detailing.</li> <li>Existing construction shown on the drawings was obtained from existing construction documents and limited site observation. These drawings of existing construction are available for contractor use and shall be referenced for familiarization with existing conditions. However, the available drawings of existing construction are not necessarily complete. The contractor is responsible for being knowledgeable on information presented in available drawings and shall field verify all pertinent information.</li> <li>Demolition, cutting, drilling, etc. of existing work shall be performed with great care so as not to jeopardize the structural integrity of the existing building. If any architectural, structural, or MEP members not designated for removal interfere with the new work, the Owner shall be notified immediately and approval obtained prior to removal of those members.</li> <li>The Contractor shall safely shore existing construction wherever existing supports are removed to allow the installation of new work. All shoring methods and sequencing of demolition shall be the responsibility of the Contractor and his engineer.</li> <li>The contractor shall perform a survey to locate all existing utilities (including underground utilities) prior to the start of construction and take care to protect utilities that are to remain in service. Existing civil, mechanical, electrical, plumbing, and emergency protection system servicing any areas outside the work area are to be maintained in operable condition throughout the duration of repairS. Contractor shall make necessary temporary connections to maintain existing utilities in service during the work. Temporary, localized interruption of these systems shall require approval by the Owner.</li> <li>The contractor shall provide dust, odor, and noise protection, and safety measures as necessary for the duration of repairs. Provide all measures necessary to protect the existing structure, building interior, vehicles, facility patrons, and other persons during construction. Such measures shall include, but not limited to temporary bracing, shoring, formwork, protective enclosures, and traffic controls.</li> </ol>	<p>E. THE STRUCTURAL ENGINEER'S ROLE DURING CONSTRUCTION</p> <ol style="list-style-type: none"> <li>The Engineer shall not have control nor charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, for safety precautions and programs in connection with the work, for the acts or omission of the Contractor, Subcontractor, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents.</li> <li>Periodic site observation by field representatives of Walter P. Moore and Associates is solely for the purpose of becoming generally familiar with the progress and quality of the Work completed and determining, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the repair contract documents. This limited site observation should not be construed as exhaustive or continuous to check the quality or quantity of the work, but rather periodic in an effort to guard the Owner against defects or deficiencies in the work of the Contractor.</li> </ol>																																			
<p>PART III - CONCRETE REPAIRS</p> <p>A. CONCRETE REPAIR MATERIALS</p> <ol style="list-style-type: none"> <li>All concrete shall conform to the requirements as specified in Specification Section "Concrete Repair Materials."</li> </ol> <p>B. REINFORCING STEEL COVERAGE</p> <ol style="list-style-type: none"> <li>Reinforcing steel coverage should conform to the requirements specified on the drawings. Cover specified shall be considered minimum, however existing reinforcement may have a smaller cover than specified in drawing details. Concrete patches can be built up to provide the required cover as long as the patch appearance is acceptable to Owner and it does not represent a tripping hazard to pedestrians or a bump to vehicles. Cover in structural members not specified in the details shall conform to the requirements of ACI 318 unless specified otherwise on the drawings.</li> </ol>																																					
<p>PART IV - SUBMITTALS</p> <p>A. SUBMITTAL LIST AND SCHEDULE</p> <ol style="list-style-type: none"> <li>The Contractor shall prepare a detailed list and schedule of all submittal items to be sent to the Engineer prior to the start of construction. This list shall be updated and revised and kept current as the job progresses. The submittal list shall be organized as shown below:             <ol style="list-style-type: none"> <li>Product Data, Certificates, Reports, and Other Literature</li> </ol> </li> </ol> <p>B. SUBMITTALS TO BE PROVIDED TO ENGINEER</p> <ol style="list-style-type: none"> <li>Product Submittals: In addition to the submittals required by the project specifications, the following submittals shall be provided:             <ol style="list-style-type: none"> <li>Concrete Repair Materials.</li> </ol> </li> <li>Submittal Requirements:             <ol style="list-style-type: none"> <li>All shop drawings must be reviewed and electronically stamped by the Contractor prior to submittal.</li> <li>Contractor shall provide the submittal in electronic portable document format (PDF) per the Specifications.</li> <li>The omission from the shop drawings of any materials required by the Contract Documents to be furnished shall not relieve the Contractor of the responsibility of furnishing and installing such materials, regardless of whether the shop drawings have been reviewed and approved.</li> </ol> </li> </ol> <p>C. REPRODUCTION</p> <ol style="list-style-type: none"> <li>The use of electronic files or reproductions of these contract documents by any contractor, subcontractor, erector, fabricator, or material supplier in lieu of preparation of shop drawings signifies their acceptance of all information shown hereon as correct, and obligates themselves to any job expense, real or implied, arising due to any errors that may occur hereon.</li> </ol>																																					

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Project Name:

## RAYMOND JAMES STADIUM - MISCELLANEOUS CONCRETE REPAIRS

Client:

## TAMPA SPORTS AUTHORITY

E. Webb Wright, P.E.  
Professional Engineer No. 57639  
Firm Certificate of Authorization Number 3818

No.	Date	Description
	05/30/18	90% CDs
	06/26/18	ISSUED FOR BID

Designed by: JB

Approved by: WW

Drawn by: RC

Project Number: D07.17005.02

Date May 30, 2018

Sheet Title:

## GENERAL NOTES

Sheet Title:

# S0.1

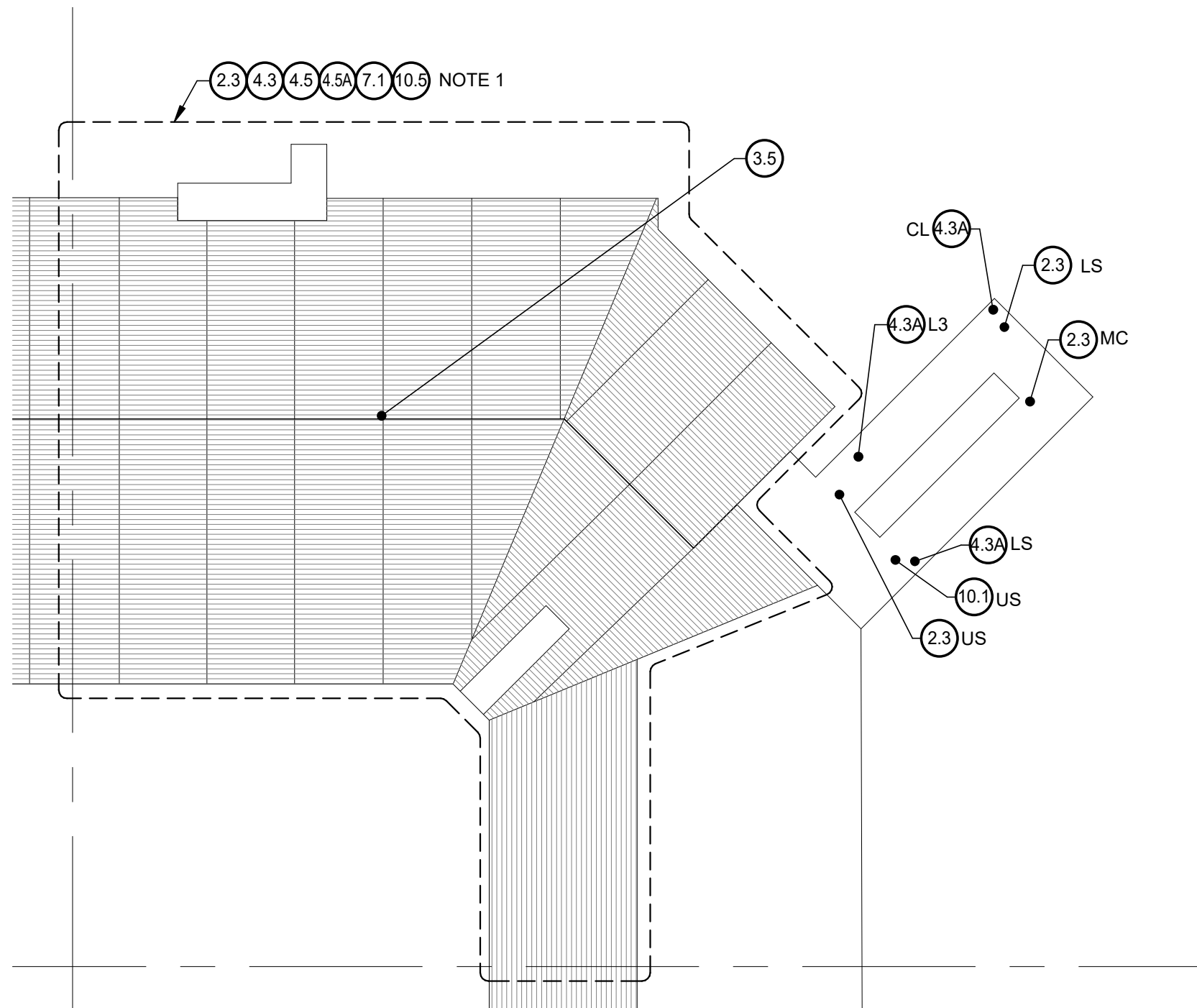
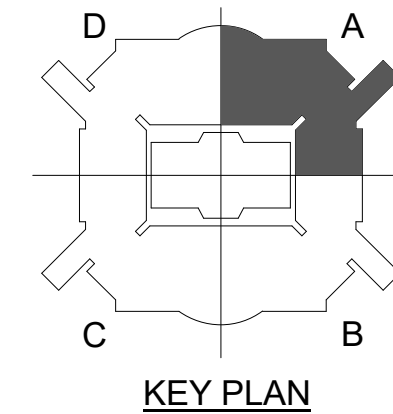


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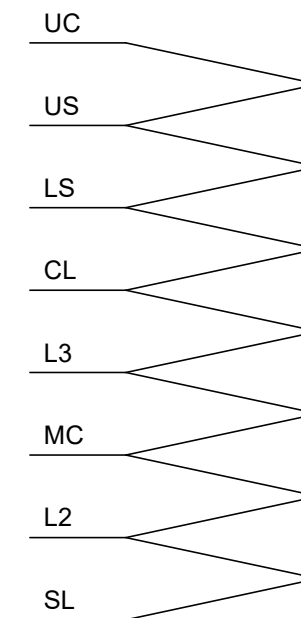
**TAMPA SPORTS  
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**ABBREVIATIONS:**

- UC UPPER CONCOURSE
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- LS LOWER SUITES
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**LEGEND:**



**NOTES:**

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Sheet Title:

**PARTIAL PLAN -  
 AREA A**

Sheet Title:

**S1.1**



**PLAN - NORTHWEST QUADRANT**

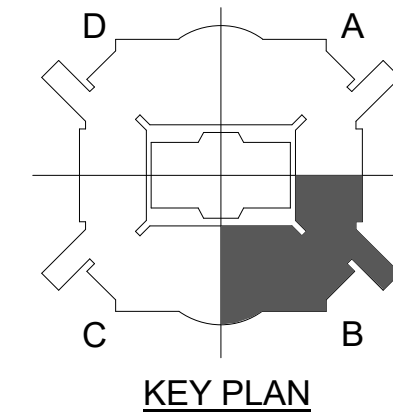
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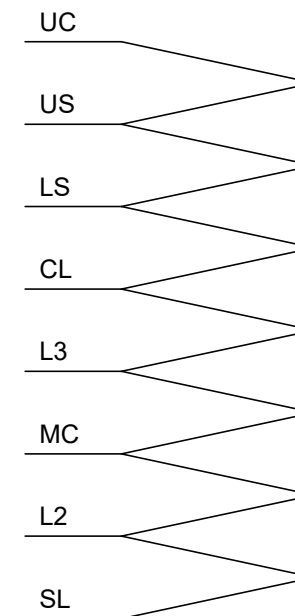
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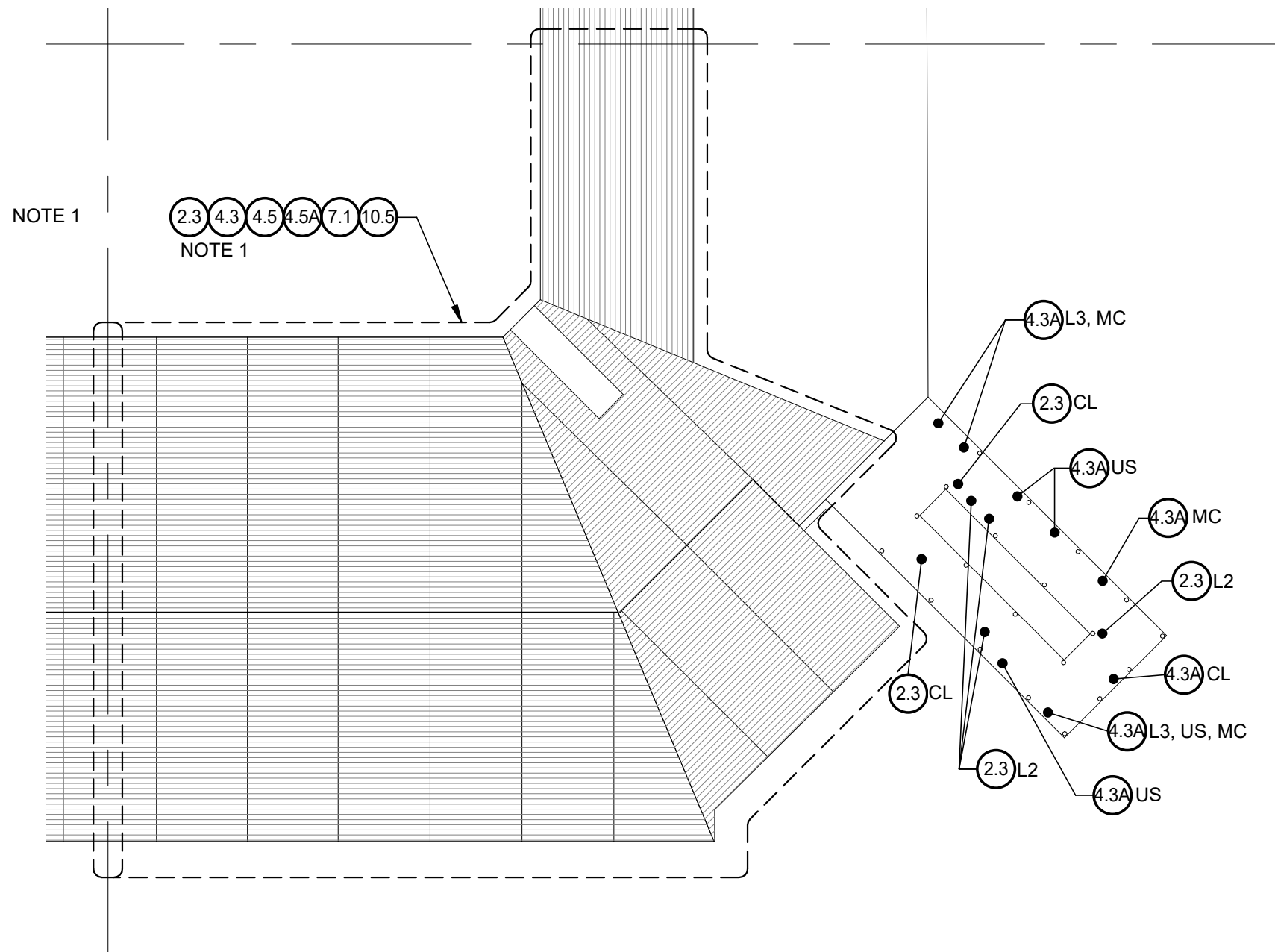
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**PARTIAL PLAN -  
 AREA B**

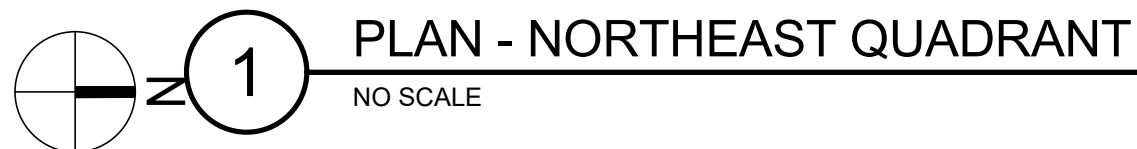
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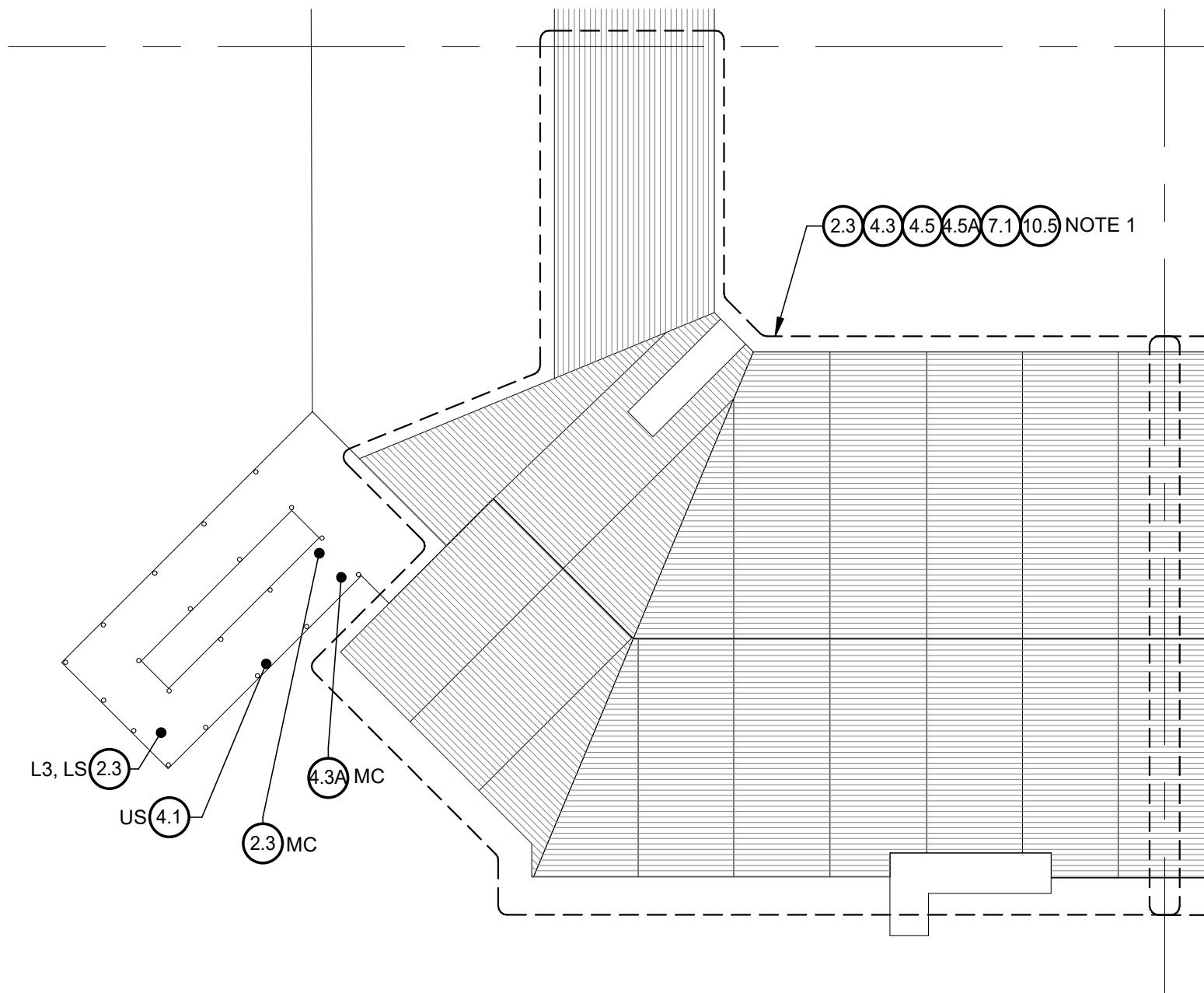


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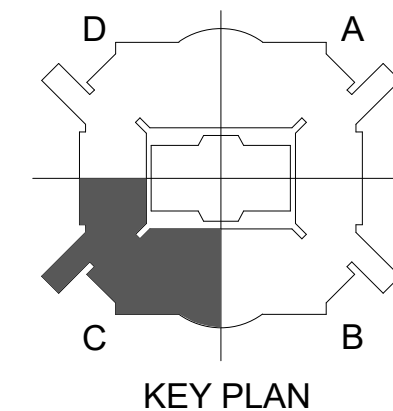


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**NOTES:**

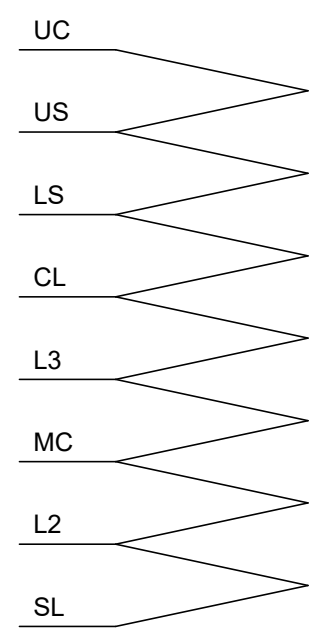
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**LEGEND:**



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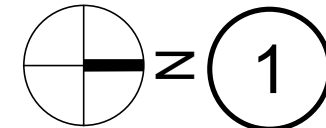
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**PARTIAL PLAN - AREA C**

Sheet Title:

**S1.3**

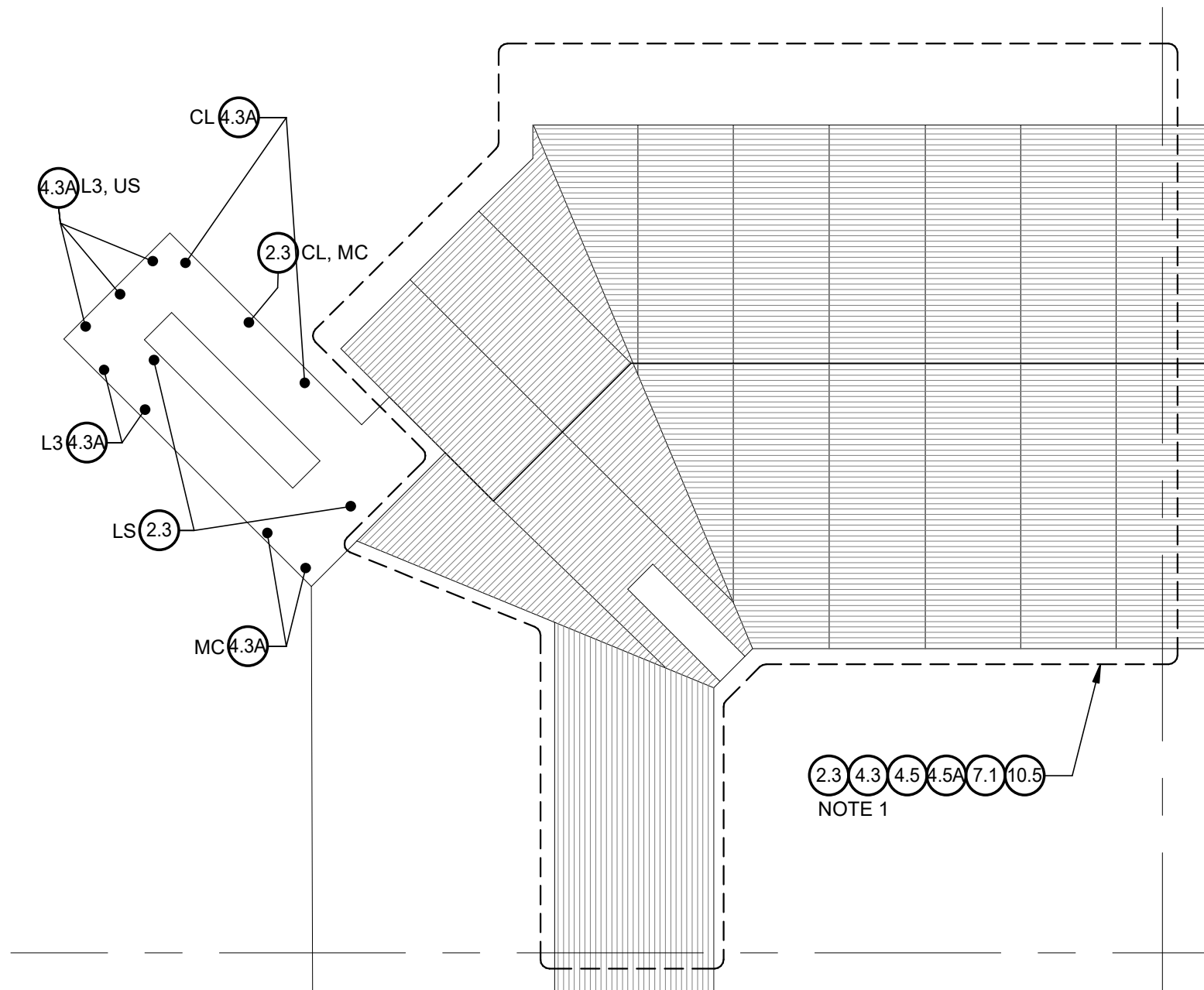
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**PLAN - SOUTHEAST QUADRANT**

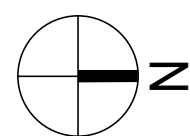
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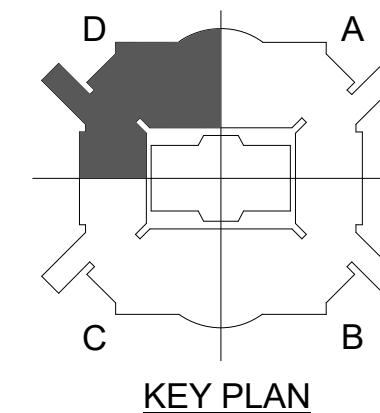
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1

**PLAN - SOUTHWEST QUADRANT**

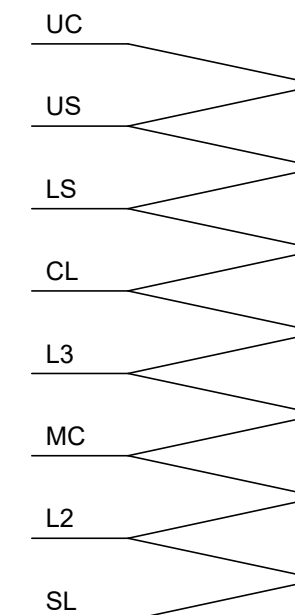
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Sheet Title:

**PARTIAL PLAN -  
AREA D**

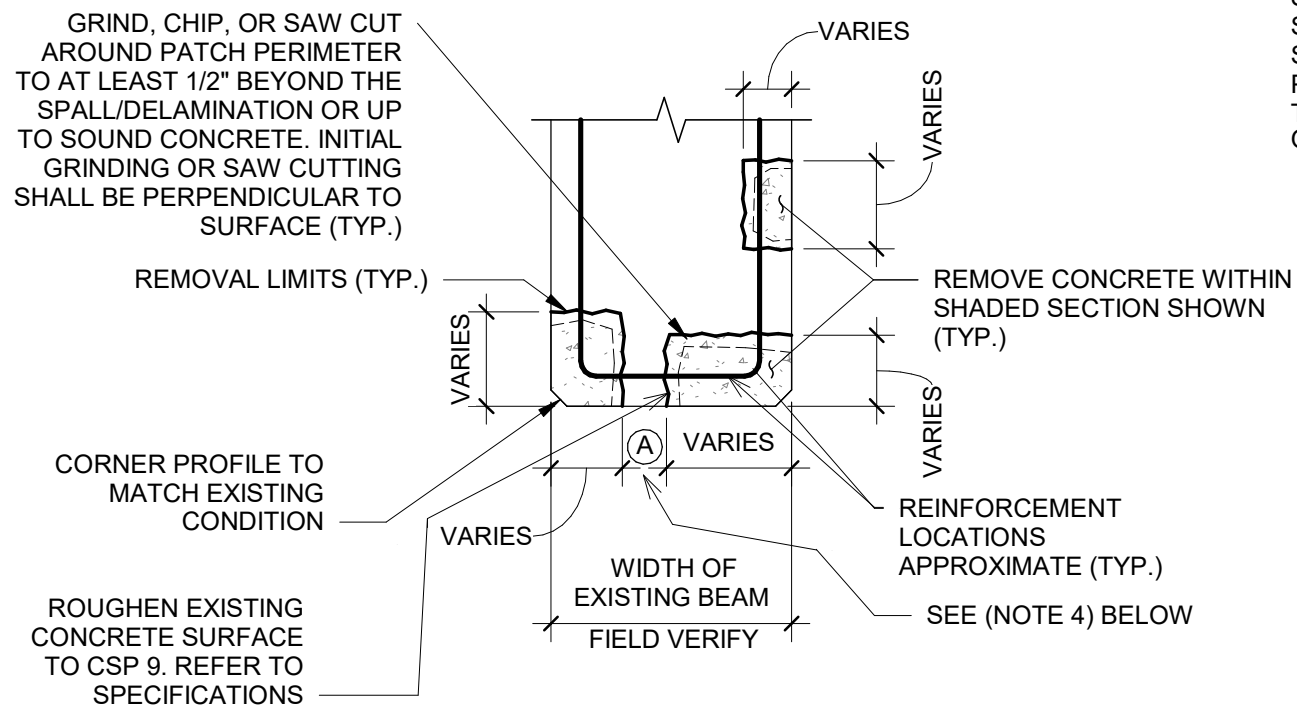
Sheet Title:

**S1.4**

**RAYMOND JAMES STADIUM - MISCELLANEOUS CONCRETE REPAIRS**

Client:

**TAMPA SPORTS AUTHORITY**



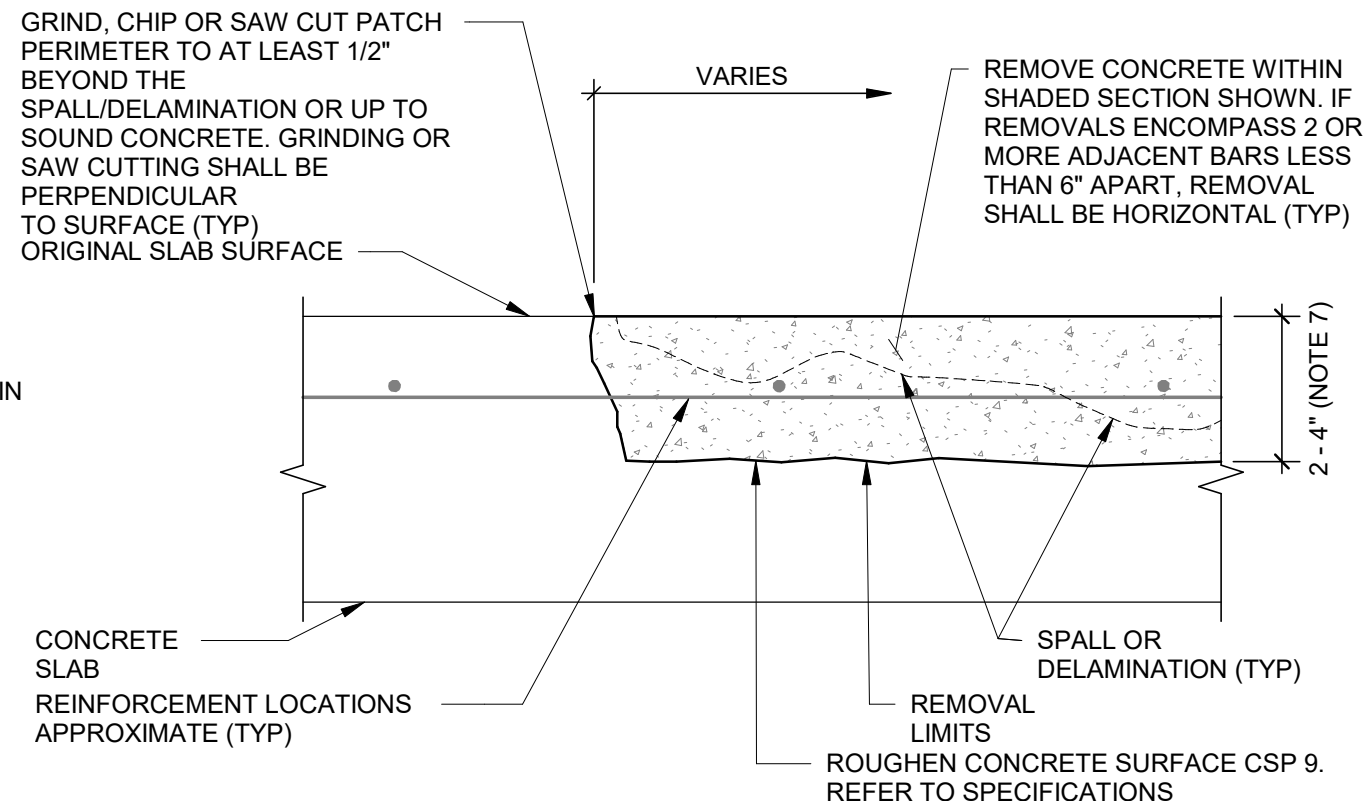
**NOTES:**

1. PROTECT EXISTING REINFORCEMENT FROM DAMAGE DURING CHIPPING, GRINDING OR SAW CUTTING FOR SPALL/DELAMINATION REPAIR.
2. REFER TO SECTION "SURFACE PREPARATION FOR PATCHING" FOR CLEANING AND COATING ALL EXPOSED REINFORCEMENT.
3. PROVIDE 3/4" CLEARANCE AROUND ALL EXPOSED REINFORCEMENT WHERE REQUIRED AS SPECIFIED IN SECTION "SURFACE PREPARATION FOR PATCHING."
4. WHERE DIMENSION "A" SHOWN IN DETAIL IS 4" OR LESS, THEN REPAIR ENTIRE WIDTH OF BEAM.
5. WHERE REINFORCEMENT THAT IS EXPOSED DURING SURFACE PREPARATION IS FOUND TO BE SEVERELY CORRODED OR HAS LOST 10% OR MORE OF ITS CROSS SECTIONAL AREA, SUPPLEMENTARY REINFORCEMENT MAY BE REQUIRED. REPORT TO ENGINEER FOR REVIEW AND DESIGN OF SUPPLEMENTARY REINFORCEMENT.
6. PROVIDE SHORING AS SPECIFIED BY ENGINEER PRIOR TO COMMENCEMENT OF ANY CONCRETE REMOVAL WORK.
7. FOR BID PURPOSES, USE REPAIR DEPTH OF 3".

**TYPICAL - CONCRETE BEAM REPAIR (NON POST-TENSIONED BEAMS)**

**3.5**

NO SCALE



**CAUTION:**

1. SLAB MAY HAVE EMBEDDED ELECTRICAL CONDUITS. VERIFY LOCATION PRIOR TO COMMENCEMENT OF WORK.

**NOTES:**

1. PROTECT EXISTING REINFORCEMENT FROM DAMAGE DURING CHIPPING, GRINDING OR SAW CUTTING FOR SPALL/DELAMINATION REPAIR.
2. REFER TO SECTION "SURFACE PREPARATION FOR PATCHING" FOR CLEANING AND COATING ALL EXPOSED REINFORCEMENT.
3. PROVIDE 3/4" CLEARANCE AROUND ALL EXPOSED REINFORCEMENT WHERE REQUIRED AS SPECIFIED IN SECTION "SURFACE PREPARATION FOR PATCHING."
4. WHERE REINFORCEMENT THAT IS EXPOSED DURING SURFACE PREPARATION IS FOUND TO BE SEVERELY CORRODED OR HAS LOST 10% OR MORE OF ITS CROSS SECTIONAL AREA, SUPPLEMENTARY REINFORCEMENT MAY BE REQUIRED. REPORT TO ENGINEER FOR REVIEW AND DESIGN OF SUPPLEMENTARY REINFORCEMENT.
5. PROVIDE SHORING AS SPECIFIED BY ENGINEER PRIOR TO COMMENCEMENT OF ANY CONCRETE REMOVAL WORK.
6. NEW PATCH SHALL MATCH EXISTING FINISH.
7. DEPTH OF REMOVAL EXPECTED TO VARY BETWEEN 2 AND 4". FOR BID PURPOSES, USE 3".

**TYPICAL - CONCRETE FLOOR REPAIR - PARTIAL DEPTH NON POST-TENSIONED SLABS**

**2.3**

NO SCALE

E. Webb Wright, P.E.  
Professional Engineer No. 57639  
Firm Certificate of Authorization Number 3818

No.	Date	Description
	05/30/18	90% CDs
	06/26/18	ISSUED FOR BID

Designed by: JB

Approved by: WW

Drawn by: RC

Project Number: D07.17005.02

Date: May 30, 2018

Sheet Title:

**DETAILS**

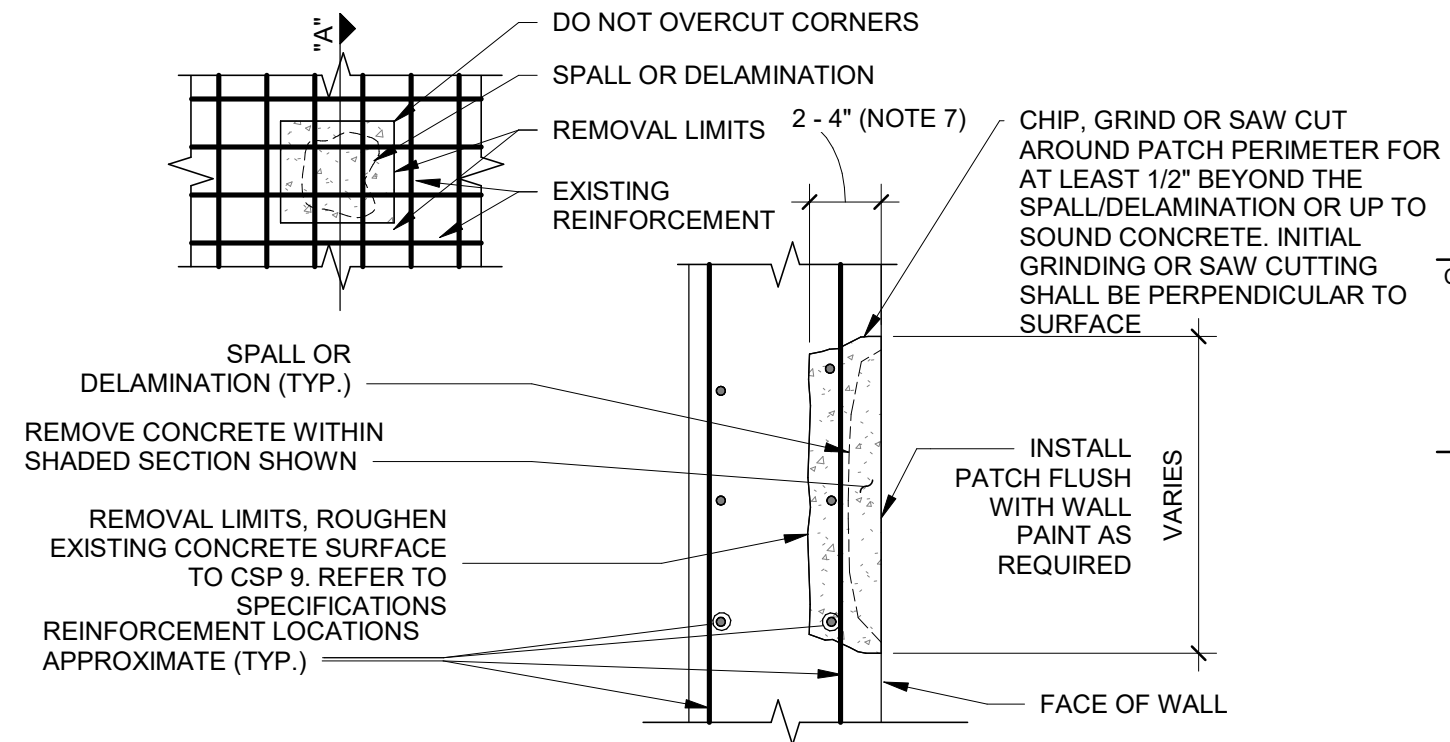
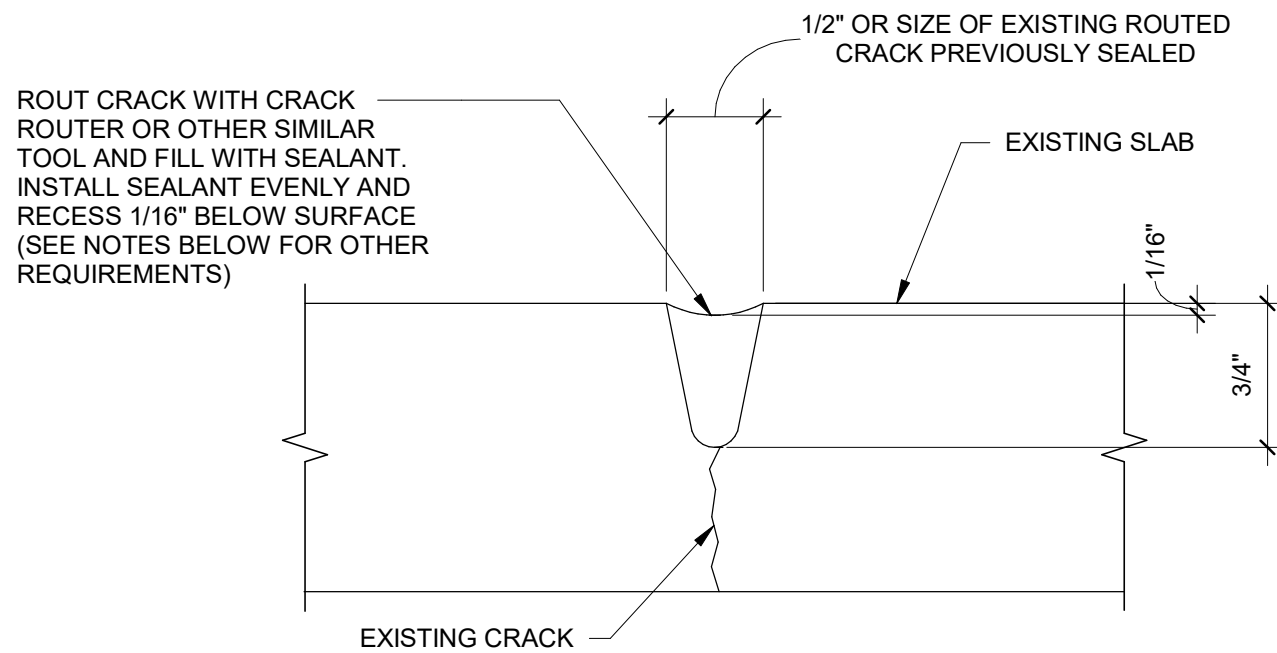
Sheet Title:

**S2.0**

RAYMOND JAMES  
STADIUM -  
MISCELLANEOUS  
CONCRETE  
REPAIRS

Client:

TAMPA SPORTS  
AUTHORITY



NOTES:

1. REMOVE EXISTING JOINT SEALANT MATERIAL IF PRESENT.
2. CLEAN ROUTED CRACK BEFORE FILLING WITH SEALANT SUCH THAT THERE ARE NO OLD RESIDUAL MATERIALS, DUST AND CONTAMINANTS.
3. DO NOT OVERFILL THE ROUTED CAVITY.
4. **SPECIAL CASE:** IF TRAFFIC COATING WILL BE APPLIED, INSTALL SEALANT FLUSH WITH CONCRETE SURFACE.
5. USE MAGNETIC REBAR LOCATOR OR OTHER NON-DESTRUCTIVE METHOD TO DETERMINE LOCATION OF REINFORCEMENT. NOTIFY ENGINEER IF DEPTH OF ROUTED JOINT INTERFERES WITH REINFORCEMENT PRIOR TO ROUTING THE CRACK. DO NOT NICK OR CUT EXISTING REINFORCEMENT.
6. REFER TO SPECIFICATIONS FOR SEALANT TYPE AND OTHER REQUIREMENTS.

NOTES:

1. PROTECT EXISTING REINFORCEMENT FROM DAMAGE DURING CHIPPING, GRINDING OR SAW CUTTING FOR SPALL/DELAMINATION REPAIR.
2. REFER TO SECTION "SURFACE PREPARATION FOR PATCHING" FOR CLEANING AND COATING ALL EXPOSED REINFORCEMENT.
3. PROVIDE 3/4" CLEARANCE AROUND ALL EXPOSED REINFORCEMENT WHERE REQUIRED AS SPECIFIED IN SECTION "SURFACE PREPARATION FOR PATCHING."
4. WHERE REINFORCEMENT THAT IS EXPOSED DURING SURFACE PREPARATION IS FOUND TO BE SEVERELY CORRODED OR HAS LOST 10% OR MORE OF ITS CROSS SECTIONAL AREA, SUPPLEMENTARY REINFORCEMENT MAY BE REQUIRED. REPORT TO ENGINEER FOR REVIEW AND DESIGN OF SUPPLEMENTARY REINFORCEMENT.
5. PROVIDE SHORING AS SPECIFIED BY ENGINEER PRIOR TO COMMENCEMENT OF ANY CONCRETE REMOVAL WORK.
6. NEW PATCH SHALL MATCH EXISTING FINISH.
7. DEPTH OF REMOVAL EXPECTED TO VARY BETWEEN 2 AND 4". FOR BID PURPOSES, USE 3".

E. Webb Wright, P.E.  
Professional Engineer No. 57639  
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Date	May 30, 2018
Sheet Title:	

DETAILS

Sheet Title:

S2.1

7.1

TYPICAL - CRACK REPAIR/JOINT SEALANT REPLACEMENT

NO SCALE

4.1

TYPICAL - CONCRETE WALL REPAIR

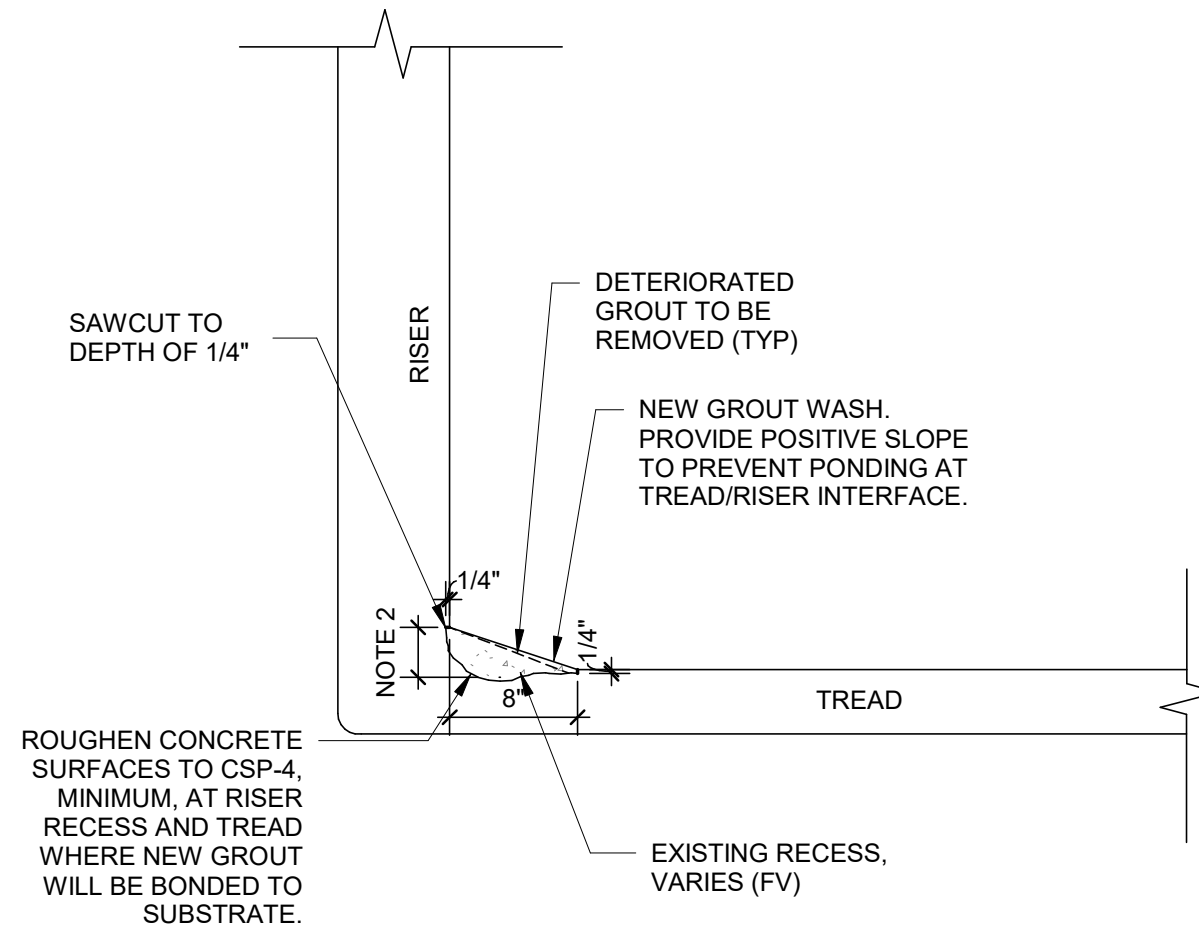
NO SCALE

Project Name:

**RAYMOND JAMES  
 STADIUM -  
 MISCELLANEOUS  
 CONCRETE  
 REPAIRS**

Client:

**TAMPA SPORTS  
 AUTHORITY**



**NOTES:**

1. REFER TO TASK ITEM 4.5A IN SECTION 01 10 00 FOR REPAIR SCOPE OF WORK, MATERIALS, AND EXECUTION, AND TO DETAIL 4.5A/S2.4 FOR EXISTING CONDITION.
2. MATCH HEIGHT OF EXISTING WASH, AND CONFIRM POSITIVE SLOPE OF NEW WASH.
3. NEW WASH SHALL MATCH EXISTING FINISH.
4. PERFORMANCE MOCK-UP: PRIOR TO START OF REPAIRS, CONTRACTOR SHALL PERFORM MOCK-UPS OF REPAIR AT THREE SEPARATE SEATING RISER UNITS. MOCK-UPS SHALL BE 4' LONG, MINIMUM, AND SHALL INCLUDE SECTION WHERE SURFACE PREPARATION OF SUBSTRATE CAN BE OBSERVED BY ENGINEER. WATER TEST EACH MOCK-UP REPAIR IN PRESENCE OF ENGINEER TO DEMONSTRATE SURFACE DRAINAGE.

E. Webb Wright, P.E.  
 Professional Engineer No. 57639  
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No.	Date	Description
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Designed by: JB  
 Approved by: WW  
 Drawn by: RC  
 Project Number: D07.17005.02  
 Date: May 30, 2018  
 Sheet Title:

1

**GROUT WASH REPAIR DETAIL - TREAD/RISER INTERFACE**

NO SCALE

**DETAILS**

Sheet Title:

**S2.2**

Project Name:

RAYMOND JAMES  
 STADIUM -  
 MISCELLANEOUS  
 CONCRETE  
 REPAIRS

Client:

TAMPA SPORTS  
 AUTHORITY



NOTE:  
 1. REFER TO TASK ITEM 4.3A IN SECTION 01 10 00 FOR REPAIR SCOPE OF  
 WORK, MATERIALS, AND EXECUTION.

EXISTING CONDITION



NOTE:  
 1. REFER TO TASK ITEM 4.3 IN SECTION 01 10 00 FOR REPAIR SCOPE OF  
 WORK, MATERIALS, AND EXECUTION.

EXISTING CONDITION

**4.3A** GROUT POCKET REPAIR - RAMPS  
 NO SCALE

**4.3** GROUT POCKET REPAIR - SEATING RISERS  
 NO SCALE

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 Professional Engineer No. 57639  
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No.	Date	Description
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 Sheet Title:

TYPICAL  
 EXISTING  
 CONDITIONS

Sheet Title:

**S2.3**



Project Name:

RAYMOND JAMES  
 STADIUM -  
 MISCELLANEOUS  
 CONCRETE  
 REPAIRS

Client:

TAMPA SPORTS  
 AUTHORITY



NOTE:  
 1. REFER TO TASK ITEM 4.5A IN SECTION 01 10 00 AND DETAIL 1/S2.2 FOR REPAIR SCOPE OF WORK, MATERIALS, AND EXECUTION.

EXISTING CONDITION



NOTE:  
 1. REFER TO TASK ITEM 4.5 IN SECTION 01 10 00 FOR REPAIR SCOPE OF WORK, MATERIALS, AND EXECUTION.

EXISTING CONDITION

4.5A

GROUT WASH REPAIR - TREAD/RISER INTERFACE

NO SCALE

4.5

GROUT WASH REPAIR - SEATING STAIRS

NO SCALE

E. Webb Wright, P.E.  
 Professional Engineer No. 57639  
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No.	Date	Description
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Designed by: JB

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Project Number: D07.17005.02

Date: May 30, 2018

Sheet Title:

TYPICAL  
 EXISTING  
 CONDITIONS

Sheet Title:

S2.4

Project Name:

RAYMOND JAMES  
STADIUM -  
MISCELLANEOUS  
CONCRETE  
REPAIRS

Client:

TAMPA SPORTS  
AUTHORITY



NOTE:  
1. REFER TO TASK ITEM 10.5 IN SECTION 01 10 00 FOR REPAIR SCOPE OF  
WORK, MATERIALS, AND EXECUTION.

EXISTING CONDITION

10.5

CLEAN AND COAT CORRODED STEEL

NO SCALE

E. Webb Wright, P.E.  
Professional Engineer No. 57639  
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 Date: May 30, 2018  
 Sheet Title:

TYPICAL  
EXISTING  
CONDITIONS

Sheet Title:

S2.5