

**TAMPA SPORTS AUTHORITY**  
**Labor for Installation of Bowl Seat Backs**  
**Rebid #18-03**  
**RAYMOND JAMES STADIUM**  
**TAMPA, FLORIDA**

**CONTRACT DOCUMENTS**  
**&**  
**TECHNICAL SPECIFICATIONS**

Prepared for:

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



December 2018



**RAYMOND JAMES STADIUM**  
**Labor for Installation of Bowl Seat Backs**  
**TAMPA, FLORIDA**

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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:

**REBID #18-03**

### **Labor for Installation of Bowl Seat Backs**

#### **MANDATORY PRE-BID**

**Thursday, January 3, 2019 @ 10:00AM**

**AT THE TAMPA SPORTS AUTHORITY OFFICE**

**Or via conference call – 712-770-4147 passcode 441002#**

#### **BID OPENING DATE/TIME/LOCATION:**

**Thursday, January 17, 2019 @ 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, December 17, 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 16th Day of December 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 Thursday, January 17, 2019 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 Labor for Installation of Bowl Seat Backs**" 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 Thursday, January 3, 2019 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. **Out of town bidders may participate by phone. Call 712-770-4147 passcode 441002#. Bidders arriving or joining the call more than 15 minutes late will not be admitted to the meeting, therefore will be unable to submit a bid due to nonattendance.**





## 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, January 10, 2019 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**  
**Labor for Installation of Bowl Seat Backs**  
**Rebid #18-03**  
**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 and associated material and equipment to remove existing bowl seat backs including attached cup holders and install 49,917 OWNER PROVIDED HPDE plastic seat backs and OWNER PROVIDED cup holders on existing seat standards as described in specifications. 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  
Labor for Installation of Bowl Seat Backs  
Rebid #18-03  
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 REBID #18-03</b>	
<b>BASE BID TOTAL</b>	
_____ Dollars	\$ _____
Total Price in words	Price in Figures
<b>BASE BID UNIT COST</b>	
_____ Dollars	\$ _____
Unit Price in words	Price in Figures

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 the 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 Five (5) similar construction projects that have been completed successfully by the bidder in the 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:** \_\_\_\_\_

**4. PROJECT :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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

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

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

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

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

**5. 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 Rebid #18-03, **Labor for Installation of Bowl Seat Backs**, 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 \_\_\_\_\_, 2019 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#18-03 \_\_\_\_\_, 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 Rebid #18-03, issued by the Tampa Sports Authority, entitled \_\_\_\_\_ dated December 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 (if applicable), 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 \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019

\_\_\_\_\_  
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 11	Changes in the Work
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 (NA)**

#### 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 Final Completion, unless otherwise specified herein or otherwise in writing 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 **Labor for Installation of Bowl Seat Backs** as described in the project specifications.

#### 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

Thursday, January 17, 2019

Bid Opening 10:00 AM

Monday, February 18, 2019  
(tentative, contingent upon delivery of owner provided material))

Notice To Proceed

Friday, August 9, 2019

Substantial Completion (see conditions below)

Monday, August 26, 2019

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**

Stadium Seating  
Red Chairback Replacement  
Labor

Scope of Work



Prepared by Kore Zero LLC for Tampa Sports Authority  
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## Table of Contents

1. Project Scope
2. Timeline
3. Pricing Form
4. RFI forms

# **1. Project Scope**

General description of work: To provide labor for the replacement of 49,917 **owner provided** chair backs (including cup holders) that will fit into the existing chair standards at Raymond James Stadium in Tampa, Florida. This is specific to the Hussey Seating 'Fusion' model stadium chair back for the 100, 200, and 300 levels of Red general seating. Pricing shall include all permits, licenses, fees, taxes, labor, and materials to complete the scope of work and meet the specifications.

Item 1. **Labor to install New Stadium Chair Backs:** One for one replacement matching the existing size and quantities to fit on the existing Hussey Seating manufactured 'Olympiad' chair frame. This is for the general seating areas in the 100, 200, and 300 level. This will provide for a complete replacement of the chair backs including (but not limited to) the following requirements:

- a. Removal and off site disposal of the existing seat backs, cup holders, hardware, and associated product/materials including shipping packing.
- b. Installation of new backs, cup holders, hardware, and any other associated product/materials.
- c. Labor and equipment as required to move inventory from stadium Receiving Dock B on the service level to staging area(s) as deliveries arrive. Inventory must be placed in final staging area(s) within 2 calendar days of each delivery and shall not be left to sit on dock. Chair Backs will be delivered in multiple shipments of approximately 4,000 each and approximately every three weeks. Tentative schedule is included.
- d. All existing product will be removed and recycled by the bidder.
- e. Installation of rear mounted cup holders on each chair. All are identical and bolt on style.
- f. Power will be provided by owner if required.
- g. On site project manager for the duration of the project.
- h. Bidder Must be a Hussey Seating certified installer.
- i. Bidder Must provide 5 reference projects of similar scope and size.(complete form on sheets BQ1-2)
- j. Bidder Must be registered in the State of Florida to do business.

## **2. Timeline**

- Bid Package Released 17 December 2018
- Pre-Bid Meeting/Conference MANDATORY 03 January 2019
- RFI due date 10 January 2019
- Addendum Released 14 January 2019
- Bid Due Date 17 January 2019
- Expected Award 01 February 2019
- Installation Start 18 February 2019
- Substantial Completion 09 August 2019

### **3. Pricing Form (attach to Bid Form)**

Facility: Raymond James Stadium

Project: Red Chairback Replacement

Date Due: 17 January 2019 – Pricing Form and included Bid Form BF1-7, to be included in Bid Package and delivered no later than 10:00 am Eastern Standard Time

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Complete all information on this form, if there is no cost for any element please put a \$0.00 price on that line. If you are not bidding a scope item please write 'NOT BID' Any exceptions or must be noted below, and submitted as a separate document.

#### **Item 1 – Labor to install New Stadium Chair Backs**

Quantity: 49,917                      Unit price \$ \_\_\_\_\_                      Total Price \$ \_\_\_\_\_

Are there any qualification or exceptions ?                      Yes \_\_\_ No \_\_\_  
(If yes, please attach as a separate document)

Please include any associated documents as a separate attachment.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

## **4. RFI Form**

Facility: Raymond James Stadium  
Project: Red Chairback Replacement  
Date Due: 10 January 2019

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Complete all information and submit by email to: [jabaker@TampaSportsAuthority.com](mailto:jabaker@TampaSportsAuthority.com)  
All RFI's are due by 10 January 2019, and will be answered by 14 January 2019.

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RFI – Request for Information  
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1. Page number or location in facility question pertains to:

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2. Question:

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4. Have you included drawings or other information?      YES \_\_\_\_ NO \_\_\_\_

3. RFI Response:



ID	Task Name	Duration	Start	Finish	2016		2017		2018		2019		
					H1	H2	H1	H2	H1	H2	H1	H2	
1	<b>Raymond James Stadium (FUSION Backs)</b>	<b>196 days</b>	<b>Mon 9/17/18</b>	<b>Fri 7/12/19</b>	<b>Raymond James Stadium (FUSION Backs)</b>								<b>7/12</b>
2	Notice to Proceed	0 days	Fri 9/21/18	Fri 9/21/18	Notice to Proceed								9/21
3	Execute Contract	7 days	Fri 9/21/18	Mon 10/1/18	Execute Contract								10/1
4	Standard Finish Approval Received	0 days	Thu 9/27/18	Thu 9/27/18	Standard Finish Approval Received								9/27
5	Order Entry	3 days	Fri 9/28/18	Tue 10/2/18	Order Entry								10/2
6	Field Check Facility	5 days	Mon 9/17/18	Fri 9/21/18	Field Check Facility								9/21
7	Create Drafting Scheduling Spreadsheet	10 days	Wed 9/26/18	Tue 10/9/18	Create Drafting Scheduling Spreadsheet								10/9
8	create part scheduling spreadsheet	2 wks	Wed 9/26/18	Tue 10/9/18	create part scheduling spreadsheet								10/9
9	UV Additive/Raw Material	25 days	Tue 10/2/18	Mon 11/5/18	UV Additive/Raw Material								11/5
10	Manufacture UV Additive	3 wks	Tue 10/2/18	Mon 10/22/18	Manufacture UV Additive								10/22
11	Ship UV Additive	2 wks	Tue 10/23/18	Mon 11/5/18	Ship UV Additive								11/5
12	Engineering Production	13 days	Wed 10/10/18	Fri 10/26/18	Engineering Production								10/26
13	ENG/ Release - Fixed Chairs	13 days	Wed 10/10/18	Fri 10/26/18	ENG/ Release - Fixed Chairs								10/26
14	<b>Manufacture 50,429+/- Backs</b>	<b>100 days</b>	<b>Thu 12/20/18</b>	<b>Thu 5/30/19</b>	<b>Manufacture 50,429+/- Backs</b>								<b>5/30</b>
15	MFG - Seat Backs Load 1 (Sec 302-309)	8 days	Thu 12/20/18	Fri 1/4/19	MFG - Seat Backs Load 1 (Sec 302-309)								1/4
16	MFG - Seat Backs Load 2 (Sec 310-316)	7 days	Mon 1/7/19	Tue 1/15/19	MFG - Seat Backs Load 2 (Sec 310-316)								1/15
17	MFG - Seat Backs Load 3 (Sec 317-331)	7 days	Wed 1/16/19	Thu 1/24/19	MFG - Seat Backs Load 3 (Sec 317-331)								1/24
18	MFG - Seat Backs Load 4 (Sec 332-338)	8 days	Tue 2/12/19	Thu 2/21/19	MFG - Seat Backs Load 4 (Sec 332-338)								2/21
19	MFG - Seat Backs Load 5 (Sec 339-344 & 243-245)	10 days	Fri 2/22/19	Thu 3/7/19	MFG - Seat Backs Load 5 (Sec 339-344 & 243-245)								3/7
20	MFG - Seat Backs Load 6 (Sec 201-242)	10 days	Fri 3/8/19	Thu 3/21/19	MFG - Seat Backs Load 6 (Sec 201-242)								3/21
21	MFG - Seat Backs Load 7 (Sec 102-112)	9 days	Fri 3/22/19	Wed 4/3/19	MFG - Seat Backs Load 7 (Sec 102-112)								4/3
22	MFG - Seat Backs Load 8 (Sec 113-123)	10 days	Thu 4/4/19	Thu 4/18/19	MFG - Seat Backs Load 8 (Sec 113-123)								4/18
23	MFG - Seat Backs Load 9 (Sec 124-134)	7 days	Fri 4/19/19	Thu 5/2/19	MFG - Seat Backs Load 9 (Sec 124-134)								5/2
24	MFG - Seat Backs Load 10 (Sec 135-145)	10 days	Fri 5/3/19	Thu 5/16/19	MFG - Seat Backs Load 10 (Sec 135-145)								5/16
25	MFG - Seat Backs Load 11 (Sec 146-151+Attic Stock)	10 days	Fri 5/17/19	Thu 5/30/19	MFG - Seat Backs Load 11 (Sec 146-151+Attic Stock)								5/30
26	<b>Delivery (start with Upper level product)</b>	<b>122 days</b>	<b>Mon 1/7/19</b>	<b>Fri 7/12/19</b>	<b>Delivery (start with Upper level product)</b>								<b>7/12</b>
27	DEL- Seat Backs Load 1 (Sec 302-309)	23 days	Mon 1/7/19	Mon 2/18/19	DEL- Seat Backs Load 1 (Sec 302-309)								2/18
28	DEL - Seat Backs Load 2 (Sec 310-316)	23 days	Wed 1/16/19	Wed 2/27/19	DEL - Seat Backs Load 2 (Sec 310-316)								2/27
29	DEL - Seat Backs Load 3 (Sec 317-331)	23 days	Fri 1/25/19	Fri 3/8/19	DEL - Seat Backs Load 3 (Sec 317-331)								3/8
30	DEL - Seat Backs Load 4 (Sec 332-338)	30 days	Fri 2/22/19	Thu 4/4/19	DEL - Seat Backs Load 4 (Sec 332-338)								4/4
31	DEL - Seat Backs Load 5 (Sec 339-344 & 243-245)	30 days	Fri 3/8/19	Fri 4/19/19	DEL - Seat Backs Load 5 (Sec 339-344 & 243-245)								4/19
32	DEL - Seat Backs Load 6 (Sec 201-242)	27 days	Fri 3/22/19	Fri 5/3/19	DEL - Seat Backs Load 6 (Sec 201-242)								5/3
33	DEL - Seat Backs Load 7 (Sec 102-112)	28 days	Thu 4/4/19	Fri 5/17/19	DEL - Seat Backs Load 7 (Sec 102-112)								5/17
34	DEL - Seat Backs Load 8 (Sec 113-123)	28 days	Fri 4/19/19	Fri 5/31/19	DEL - Seat Backs Load 8 (Sec 113-123)								5/31
35	DEL - Seat Backs Load 9 (Sec 124-134)	30 days	Fri 5/3/19	Fri 6/14/19	DEL - Seat Backs Load 9 (Sec 124-134)								6/14
36	DEL - Seat Backs Load 10 (Sec 135-145)	30 days	Fri 5/17/19	Fri 6/28/19	DEL - Seat Backs Load 10 (Sec 135-145)								6/28
37	DEL - Seat Backs Load 11 (Sec 146-151+Attic Stock)	30 days	Fri 5/31/19	Fri 7/12/19	DEL - Seat Backs Load 11 (Sec 146-151+Attic Stock)								7/12