

**TAMPA SPORTS AUTHORITY
REBID #13-06**

**CONVERT 2 CP AXIAL FANS TO VSD
AT
RAYMOND JAMES STADIUM
4201 N. DALE MABRY HIGHWAY
TAMPA, FL 33607**

**CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS**



April 2014

**RAYMOND JAMES STADIUM
CONVERT 2 CP AXIAL FANS TO VSD
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 #13-06

CONVERT 2 CP AXIAL FANS TO VSD

MANDATORY PRE-BID CONFERENCE:
Thursday, April 24, 2014 @ 10:00AM
AT THE TAMPA SPORTS AUTHORITY OFFICE
RAYMOND JAMES STADIUM

BID OPENING DATE/TIME/LOCATION:
Thursday, May 8, 2014 @ 10:00AM
AT THE TAMPA SPORTS AUTHORITY OFFICE
RAYMOND JAMES STADIUM

Bid packages will be available for distribution and pickup at the Tampa Sports Authority office after 10:00 am on Monday, April 7, 2014 or online at 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 6th Day of April 2014.

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, May 8, 2014 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 "**Rebid for CONVERT 2 CP AXIAL FANS TO VSD**" 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, April 24, 2014 at 10:00 AM at Raymond James Stadium, Tampa Sports Authority Office. Please call 813-631-4374 for directions to the facility.

A-2. BIDDING DOCUMENTS:

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

A-3. DEFINITIONS:

A. THE BID:

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

B. BASE BID:

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

C. ALTERNATES:

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

A-4. QUALIFICATION OF BIDDER:

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

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

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

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

A-5. BIDDER'S REPRESENTATIONS:

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

proposed Contract Documents;

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

A-6. BID SECURITY:

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

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

A-7. LIQUIDATED DAMAGES:

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

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

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

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

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

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

- B. All questions concerning the project shall be submitted on or before **Friday, May 2, 2014 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: (THERE WILL BE NO BOND REQUIRED ON THIS PROJECT)

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:

**Ms. Jeanette Baker
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 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 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. 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-23. 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-24. 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-25. 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 - 26 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- 27 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- 28 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- 29 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- 30 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- 31 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- 32 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
CONVERT 2 CP AXIAL FANS TO VSD
ReBid #13-06
TAMPA, FLORIDA**

BID FORM

DESCRIPTION

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

BASE PROJECT BID

The Base Bid includes all labor, material and equipment for CONVERT 2 CP AXIAL FANS TO VSD, at Raymond James Stadium as described in the specifications. Work requires the conversion of two variable pitch axial vane fans at two air handlers to variable speed drive. Work also includes the connection to the stadium's Metasys Controller System as manufactured by Johnson Controls, Inc. The bid shall be based upon the items included in the 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
CONVERT 2 CP AXIAL FANS TO VSD
ReBid #13-06
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:

| | |
|--|------------------|
| BASE PROJECT BID: | |
| _____ Dollars | \$ _____ |
| Total Price in words | Price in Figures |
| Model Name and Number of Proposed VSD | |
| _____ | |

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: _____

(ACKNOWLEDGEMENT OF BIDDER, IF A CORPORATION)

STATE OF _____)
SS
COUNTY OF _____)

On this _____ day of _____, 2014, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____, of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or produced identification _____

Type of identification produced _____ (NOTARY'S SEAL)

(ACKNOWLEDGEMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)
SS
COUNTY OF _____)

On this _____ day of _____, 2014 before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or produced identification _____

Type of identification produced _____ (NOTARY'S SEAL)

Bid Bond

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

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

_____ as
OWNER, hereinafter, called the OWNER, in the sum of

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

WHEREAS, the Principal has submitted a bid for

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

Signed and sealed this _____ day of _____ 20 ____.

(Principal)

(Seal)

(Witness)

(Title)

(Surety)

(Witness)

(Title)

Legal Status of Bidder

This Proposal is submitted in the name of:

(Print) _____

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

Street _____

City _____

State: _____ Zip Code _____

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

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

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

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

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

NAME AND TITLE

HOME ADDRESS

Signed and Sealed this _____ day of

By

Printed Name

Title

BIDDER QUALIFICATION FORM

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

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

REFERENCES

BIDDER NAME : _____

1. PROJECT : _____ **DATE:** _____

LOCATION : _____

OWNER REPRESENTATIVE : Name: _____

Title: _____

Phone: _____

2. PROJECT : _____ **DATE:** _____

LOCATION : _____

OWNER REPRESENTATIVE : Name: _____

Title: _____

Phone: _____

3. PROJECT : _____ **DATE:** _____

LOCATION : _____

OWNER REPRESENTATIVE : Name: _____

Title: _____

Phone: _____

STATEMENT OF NO BID

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

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

We, the undersigned, have declined to bid on your Bid #13-06, **CONVERT 2 CP AXIAL FANS TO VSD**, 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

Services/Contractor Agreement

Between
Tampa Sports Authority (hereinafter referred to as "Authority")
Director of _____
Tampa Sports Authority
4201 North Dale Mabry Highway
Tampa Florida 33607
_____@tampasportsauthority.com

and

_____ (hereinafter referred to as "Contractor")
(address)

This Services/Contractor Agreement ("Agreement") shall be in effect as of _____, 2013 ("Effective Date") and is for the performance of services relating to _____ (insert a very brief description of the work to be done).

RECITALS

WHEREAS, Authority operates and manages Raymond James Stadium and related facilities in Tampa, Florida; and

WHEREAS, Authority desires to retain Contractor to render services to the Authority as specified below;

NOW, THEREFORE, pursuant to the terms and conditions set forth herein and for good and valuable consideration, the adequacy of which both parties acknowledge, Contractor and Authority agree as follows:

ARTICLE I. RELATIONSHIP. The parties intend that an independent contractor relationship will be created by this Agreement. Authority is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor, who is an independent contractor. Contractor **is not** to be considered an agent or employee of the Authority for any purpose and is not entitled to any of the benefits that Authority provides for its employees. It is understood that Contractor is free to perform similar services for other parties while under contract with the Authority as long as the services of this Agreement are satisfied.

ARTICLE II. SCOPE OF SERVICES.

1. Services to be performed: **(INSERT DETAILED DESCRIPTION OF SCOPE OF**

SERVICES)

2. Controlling documents: The terms of this Agreement and any Addenda hereto govern, in addition to any documents listed below:
)
 - a. Specifications for Bid # _____ titled _____;
 - b. Bid proposal and all accompanying documents submitted by (insert name of company).
3. Time is of the essence in the performance of this Agreement.

ARTICLE III. TERM. Unless terminated earlier under other provisions hereof, the term of this Agreement shall extend from the Effective Date until _____, 20__, or until both parties agree the work is completed and that the Agreement may be terminated.

ARTICLE IV. PAYMENT. For such services, Authority agrees to pay to Contractor as follows:
(INSERT PAYMENT TERMS)

Contractor shall be responsible for all costs and expenses he incurs in the performance of services under this Agreement, including all taxes and assessments resulting there from.

ARTICLE V. TERMINATION. This Agreement can be terminated immediately by Authority if at any time the Contractor does not perform the obligations of this Agreement to the satisfaction of the Authority, as determined in the sole discretion of the Director of Stadium Operations.

ARTICLE VI. INDEMNITY AND INSURANCE.

1. Indemnification
 - a. Contractor shall defend at his or her expense, pay on behalf of hold harmless and indemnify the Authority, it 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 there from, 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.

2. Insurance

- a. Contractor shall maintain a comprehensive General Liability Insurance Policy having limits of not less than \$500,000.
- b. Contractor's insurance policy shall name the Indemnified Parties as additional insured, and Contractor shall provide the Authority with a certificate of Insurance reflecting all required coverage.

ARTICLE VII. GOVERNING LAW. 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.

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 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.

ARTICLE VIII. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release or modification of the same. Such a waiver, release or modification is to be effected only through a written modification to this agreement.

ARTICLE IX. AMENDMENTS. This Agreement constitutes the complete agreement of the parties. No amendments to this Agreement shall be valid unless in writing and signed by

the Authority and the Contractor.

ARTICLE X. LICENSES. It is the responsibility of the Contractor to have a current and valid Occupational License and all other licenses and permits required or necessary to perform the Services hereunder and to provide a copy of same to the Authority.

ARTICLE XI. NOTICES, DOCUMENT OWNERSHIP, RECORDS AND RETENTION.

1. **Notices:** All notices must be in writing and delivered in person, by certified mail, or by email to the address listed on the front page of this Agreement. Notices shall be deemed delivered upon expiration of five (5) days following the date mailed by certified mail or upon confirmation of delivery by email.
2. **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.
3. **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.

ARTICLE XII. SEVERABILITY. 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.

ARTICLE XIII. DISPUTES/ATTORNEYS FEES. 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.

ARTICLE XIV. 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.**

ARTICLE XV. CONTRACT NOT ASSIGNABLE. This Agreement may not be assigned by Contractor without the express written consent of the Authority, granted or withheld in its sole

discretion. Further, this Agreement may only be performed by those principals of Contractor who have represented to the Authority that they will perform the essential functions of this Agreement, and no others except as may be approved by the Authority in writing.

In witness hereof, the parties have executed this Agreement:

Tampa Sports Authority:

By: _____
Its: _____
Date: _____

and By: _____
Its: _____
Date: _____

Approved as to Form and Legality:

Steven A. Anderson
General Counsel, Tampa Sports Authority

Contractor:

By: _____
Its: _____
Date: _____

Form revised and approved
by General Counsel
8-20-12

END OF OWNER-CONTRACTOR AGREEMENT

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 _____, 20 _____, 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 _____, 20 _____

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 |

Name of Insurance Company

Address

Signature of Authorized Representative

Name of Agency

Address

City and Telephone

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

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 |
| Article 4 | Contractor |
| Article 5 | Work by Owner or By Separate Contractor's |
| Article 6 | Miscellaneous Provisions |
| Article 7 | Time |
| Article 8 | Payments and Completion |
| Article 9 | Protection of Persons and Property |
| Article 10 | Insurance |
| 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 precedence over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the CONTRACTOR will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The OWNER-CONTRACTOR Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the OWNER'S REPRESENTATIVE whose decision thereon shall be final and conclusive.

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

End of Article 1

Article 2

The Design Professional

2.1 DEFINITIONS

- 2.1.1 The terms "DESIGN PROFESSIONAL" or "A/E" or "Architect" or "Engineer" as used or set forth in the Contract Documents, shall mean the entity and its consulting firm or agencies, or their duly

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

2.2 SERVICES OF THE DESIGN PROFESSIONAL

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

End of Article 2

Article 3

Owner

3.1 DEFINITION

- 3.1.1 The OWNER is the person or entity identified as such in the OWNER-CONTRACTOR Agreement and is referred to throughout the Contract.
- 3.1.2 OWNER: **Tampa Sports Authority
4201 North Dale Mabry
Tampa, Florida 33607**

3.2 OWNER'S REPRESENTATIVE

3.2.1 DESIGN PROFESSIONAL (if applicable) may assist and advise the OWNER during Project construction and until the issuance of the final Certificate for Payment. The OWNER must approve all Change Orders and payments to the CONTRACTOR. In absence of a DESIGN PROFESSIONAL, the OWNER'S REPRESENTATIVE duties shall be carried out by a project manager assigned by the OWNER, (Tampa Sports Authority).

3.3 INFORMATION, SERVICES AND RIGHTS OF THE OWNER

3.3.1 The OWNER'S REPRESENTATIVE, will provide administration of the Contract as hereinafter described.

3.3.2 The OWNER and the OWNER'S REPRESENTATIVE shall at all times have access to the Work whenever it is in preparation or progress. The CONTRACTOR shall provide safe facilities for such access.

3.3.3 The OWNER and the OWNER'S REPRESENTATIVE shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents.

3.4 OWNER'S RIGHT TO STOP OR TO SUSPEND THE WORK

3.4.1 If the CONTRACTOR fails to correct defective Work or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the OWNER'S REPRESENTATIVE by a written order may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

3.4.2 The OWNER'S REPRESENTATIVE may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the OWNER.

3.4.3 In the event of a suspension of work or delay or interruption of work, the CONTRACTOR will and will cause his SubCONTRACTORS to protect carefully his, and their, materials and work against damage or injury from the weather and maintain completed and uncompleted portions of the work as required by the Contract Documents. If, in the opinion of the OWNER'S REPRESENTATIVE, any work or material shall have been damaged or injured by reason of failure on the part of the CONTRACTOR or any of his SubCONTRACTORS to so protect same, such work and materials shall be removed and replaced at the expense of the CONTRACTOR.

3.5 OWNER'S RIGHT TO CARRY OUT THE WORK

3.5.1 If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the OWNER'S REPRESENTATIVE, to commence and continue correction of such default or neglect with diligence and promptness, the OWNER may, after seven days following receipt by the CONTRACTOR of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies and may further elect to complete all Work thereafter through such means as the OWNER may select, including the use of a new CONTRACTOR. In such case the OWNER shall provide notice to the CONTRACTOR'S surety (if applicable) and an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CONTRACTOR. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the OWNER. Notwithstanding the OWNER'S right to carry out a portion of the work, maintenance and protection of the work remains the CONTRACTOR'S and Surety's responsibility as provided for in the Performance Bond and Guarantee of CONTRACTOR.

3.5.2 Whenever CONTRACTOR shall be, and is declared by OWNER to be, in default under the

Contract the OWNER having performed OWNER'S obligations thereunder, the Surety (if Project covered by a Performance Bond) shall promptly remedy the default, or shall promptly.

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

End of Article 3

Article 4

Contractor

4.1 DEFINITION

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

4.2 REVIEW OF CONTRACT DOCUMENTS

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

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

4.4 CONTRACTOR'S REPRESENTATIONS

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

1. that he is experienced in and competent to perform the type of work required and to

furnish the plant, materials, supplies or equipment to be so performed or furnished by him;

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

4.5 LABOR AND MATERIALS

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

incorporated in the Work. Final payment will not be made until the Work is so completed.

4.5.2 The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit Subcontractor or person or anyone not skilled in the task assigned to him. The OWNER may, by notice in writing, require the CONTRACTOR to remove from the work any Subcontractor or employee the OWNER deems incompetent, careless or otherwise objectionable and CONTRACTOR shall provide for this contingency in his Subcontracts.

4.5.3 The CONTRACTOR shall be responsible for ensuring that the work is completed in a skillful and workmanlike manner.

4.6 WARRANTY

4.6.1 The CONTRACTOR warrants to the OWNER, and the OWNER'S REPRESENTATIVE that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all workmanship will be of first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Materials and workmanship shall be guaranteed for a period of one year from the date of Substantial Completion, unless otherwise specified herein and/or superseded by manufacturers' warranties of a greater duration. All labor, including premium time, required to honor such warranty will be provided without charge to the OWNER. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the OWNER'S REPRESENTATIVE, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 13.

4.6.2 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract documents, the CONTRACTOR shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the OWNER to do so at no cost to the OWNER, including any premium labor time. The OWNER shall give such notice with reasonable promptness after discovery of the condition. As long as notification of defective work is reported within the warranty period, such work shall be corrected, even if actual correction occurs outside the warranty period.

4.6.3 If at any time latent deficiencies in the Work are discovered, the CONTRACTOR will be liable for replacement or correction of such Work and any damages which OWNER has incurred related thereto, regardless of the time limit of any guarantee or warranty.

4.7 TAXES

4.7.1 The CONTRACTOR shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the CONTRACTOR which are legally enacted at the time bids are received, whether or not yet effective. OWNER reserves the right to delete portions of the Work and to direct purchase materials to realize a tax savings.

4.8 PERMITS, FEES AND NOTICES

4.8.1 CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are legally required at the time the bids are received. The total cost of the permits will be paid by the CONTRACTOR.

4.8.2 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations

and lawful orders of any public authority bearing on the performance of the Work.

4.9 SUPERINTENDENT

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

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

4.11 USE OF SITE

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

4.12 CUTTING AND PATCHING OF WORK

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

4.13 CLEANING UP

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

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

4.14 INDEMNIFICATION

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

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

End of Article 4

Article 5

Work By Owner Or By Separate CONTRACTORS

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

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

5.2 MUTUAL RESPONSIBILITY

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

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

5.3 COORDINATION OF THE WORK

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

End of Article 5

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 is an additional insured as to the operations of the Contractor under this Contract and shall also provide the "Severability of Interest" provision (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:

| Workers' Compensation | Florida Statutory Requirements |
|------------------------------|--|
| Employers' Liability: | \$100,000 Limit Each Accident |
| | \$500,000 Limit Disease Aggregate |
| | \$100,000 Limit Disease Each Employee |

- 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.²

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

Scope of work:

Provide all labor and material to convert variable pitch vane axial fans to a fixed pitch fan operated by a variable speed drive in two locations: Quad D AHU#1SW3 and Quad B AHU#1NE3. Include all modification to power and controls.

Project shall commence within 10 days of execution of agreement and unless agreed upon in writing, shall be substantially complete within 45 (forty five) calendar days. Project shall be finally complete within 14 (fourteen) days after substantial completion.

Remove existing soft start, and blade pitch control devices including air compressors and air lines connected to the AHU. Return soft start to owner.

Dismantle the blade assembly and install blade spacers and set blade to proper pitch degree.

Install and assemble nose cone and reinstall the blower.

Provide two new ABB **or approved equivalent** 480 volt VSD with circuit breaker bypass:

- 100HP/124A ACH550-BCR-125A-4+F267 (R6)
- 125HP/157A ACH550-BCR-157A-4+F267 (R6)
- Note: approved equivalents must be approved prior to bid submittal and model number noted on bid form.

Control signal: 4-20 mA, 0-10 ADC; accel/decel contacts; RS-485 communications, BACnet serial communication, Johnson Controls N2 Bus and Siemens FLN series communication protocol.

Rewire and modify existing electrical cabinets for new VSDs, including all labor and material.

Provide and install new N2 communications bus and control wiring to the new VSDs.

Terminate all Johnson Controls Metasys System controls to the new VSDs utilizing new ¾" metallic conduit.

Repair and/ or restore any building finishes damaged or altered by this work.

Contractor will be responsible for the inspection of the worksite and sizing of all equipment and verifying that there is adequate space for installation and access for future maintenance.

Avoid any conflicts with the installations of any other vendors' material or equipment and report any conflict immediately for further direction.

Do not remove or relocate the equipment of any other vendor without express written permission from Owner and vendor.

Perform start up, software changes, and point verification.

Provide three year warranty on VSD from date of shipment.

There shall be a one year warranty provided on other material and labor for these repairs and parts.

Warranty period begins when the Owner signs off on the successful supervised inspection.