



**4201 N. DALE MABRY HIGHWAY  
TAMPA, FLORIDA 33607**

**BID #21-02**

**BABE ZAHARIAS GOLF COURSE PRO SHOP RENOVATION**

**MANDATORY PRE-BID CONFERENCE:**

**TUESDAY, JANUARY 18, 2022 AT 10AM**

**BID DUE DATE:**

**TUESDAY, FEBRUARY 1, 2022  
NOT LATER THAN 10AM**

**December 2021**

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
A. INVITATION TO BID .....	3
B. GENERAL TERMS & PROVISIONS .....	3
C. INFORMATION/INSTRUCTION TO BIDDERS .....	15
D. INSURANCE REQUIREMENTS .....	21
E. SPECIFICATIONS .....	24
F. INVITATION TO BID FORM.....	59
G. GUARANTEE OF BID PROPOSAL.....	60
H. ACKNOWLEDGMENT OF ADDENDA (if applicable) .....	61
I. ACKNOWLEDGMENT OF BIDDER, IF A (Corporation, Partnership or Individual) .....	62
J. ACKNOWLEDGMENT OF PRINCIPAL, IF CORPORATION .....	63
K. LEGAL STATUS OF BIDDER .....	64
L. BIDDER REFERENCE FORM .....	65
M. SWORN STATEMENT – PUBLIC ENTITY CRIMES .....	66
N. SWORN STATEMENT – DISCLOSURE OF RELATIONSHIPS .....	68
O. DRUG-FREE WORKPLACE ACKNOWLEDGMENT .....	70
P. E-VERIFY AFFIDAVIT .....	71
Q. BID BOND FORM .....	72
R. DRAFT SERVICES/CONSULTING AGREEMENT/CONTRACT .....	73
S. STATEMENT OF NO BID .....	83
T. BID CHECK LIST .....	84
U. DRAWINGS .....	85

**INVITATION TO BID**

**BID #21-02**

SPECIFICATION FOR: Babe Zaharias Golf Course Pro Shop Renovation

MANDATORY PRE-BID  
CONFERENCE: Tuesday, January 18, 2022 at 10:00am at Babe Zaharias Golf Course

BID DUE DATE: Tuesday, February 1, 2022 at 10:00am (TSA Office)

PLACE OF BID OPENING: Tampa Sports Authority Office (Entrance B/C off Himes Ave.)

.....

**GENERAL TERMS AND PROVISIONS:**

1. **BIDS:**

Prices must be quoted on the sheet furnished by this department; no other will be accepted. All prices quoted F.O.B. Tampa, Florida.

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.

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".

2. **EXCEPTIONS TO BID:**

The bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. **MODIFICATION OR WITHDRAWAL OF BID:**

Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Purchasing Department, in writing.

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS:

The Tampa Sports Authority reserves the right to reject any and 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 Authority. The Authority hereby fully 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;
- (H) Failure to sign and return any addenda;
- (I) Faxed, e-mailed and/or unsealed bids will be rejected; unless otherwise agreed to accept by the Authority's Procurement Manager;
- (J) A final decision to award cannot be made by the Authority due to unseen/unknown circumstances.

5. INCONSISTENCIES ON CONDITIONS:

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS:

- A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The Authority is not bound by any oral representations, clarifications, or



changes made in the written specifications by Authority's employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Manager.

Bidders shall promptly notify the Authority, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, will be mailed and/or emailed to all prospective Bidders (at the respective addresses furnished for such purposes or as listed on the Mandatory Pre-Bid Conference Sign-in Sheets (if applicable) prior to the date or time fixed for the opening of bids. The Authority will not be responsible for any other explanations or interpretations of the proposal 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 a part of the Contract Documents.
- D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT:

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is considered to be in the best interest of the Authority. 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 Authority 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 Authority.
- 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 Authority 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 Bidder's compliance with scheduling and coordination requirements on other projects,
  - e. The Bidder's demonstrated cooperation with the Authority and/or other contractors on previous contracts,
  - f. Whether the work performed, and materials furnished on previous contracts were in accordance with the Contract Documents.
5. The previous and existing compliance by the Bidder with the 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 security by the Authority having 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;
- e. The purpose of the above is to enable the Authority to select the bid which is in the best interest of the Authority. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate responsibility of the Bidder;
- f. The Authority 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 of time, the Bidder shall guarantee the prices quoted in his/her bid.

8. BRAND NAMES "OR EQUAL":

Whenever in this Invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be followed by the words "or equal". Proof satisfactory to Authority must be provided by bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

9. 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.

10. TAXES:

The Authority is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the Authority shall be excluded in the Bidder's Proposal. Authority reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. Authority may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase Authority Designated items tax free.

11. COLLUSION CLAUSE:

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.

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.

12. EEOC/WMBE/DM/DWBE/SBE/S-DV:

The Authority is an equal employment opportunity employer and encourages the firms and contractors with whom it does business to likewise follow these principles. WMBE/DM/DWBE/SBE businesses will be afforded full opportunity to submit bids in response to this Bid and will not be discriminated against on the grounds of race, color, creed, sex or natural origin in consideration for an award.

13. 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.

14. 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.

15. 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.

16. 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.

17. IDENTICAL TIE BIDS/PROPOSALS:

In the event two (2) or more Bidders have submitted the lowest and best Bids/Proposals, preference will be given in the following order:

- A. A Bidder who has signed and submitted a Drug-Free Workplace Statement/Form pursuant to Section 287.087 Florida Statutes, with the bid;

- B. A Bidder who is a Service-Disabled Veteran Business and who is currently registered and can provide proof of registration with Hillsborough County Small Business Enterprise and/or the City of Tampa Small Business Enterprise program(s);
- C. A Bidder who is a Minority or Small Business Enterprise and can provide proof of current registration with the Hillsborough County and/or the City of Tampa's Small Business Enterprise program(s);
- D. A Bidder who has its principal place of business in Hillsborough County;
- E. A Bidder who has a place of business located in Hillsborough County;
- F. Otherwise, the bid/proposal may be awarded by coin toss of the best 2 out of 3.

The Authority reserves the right to reject all proposals and issue a rebid if it is deemed to be in the best interest of the Authority.

18. DAMAGE:

Precaution should be taken to prevent damage to all property. In the event any materials, equipment or other property of the Authority shall be damaged or destroyed by personnel furnished by Contractor, Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of Authority. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

19. EMPLOYEE CONFLICT:

The Tampa Sports Authority will not contract with persons, firms or corporations where an Authority officer or employee's spouse or child 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.

20. 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 on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 from 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 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.

21. PARTIAL/DUAL BID SUBMITTALS:

If approved by the Authority prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. Tampa Sports Authority reserves the right to award to one (1) or multiple vendors.

22. OTHER AGENCIES:

Although the Authority and Babe Zaharias Golf Course have been identified as to the recipient of the services to be provided by the Contractor, the services, prices, terms, and conditions specified in this Contract shall be available to any other Authority property upon request. Such properties include Tournament Sports/Soccer Complex, Raymond James Stadium, Rogers Park Golf Course and Rocky Point Golf Course.

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

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

23. BID (BOND) SECURITY:

- A. Each bid must be accompanied by (1) cash, (2) a Cashier's or Certified Check of the Bidder, made payable to the Authority, or (3) a bidder's bond on the Bid Bond Form provided herein (if applicable) in an amount not less than 5% of his/her 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 Authority.
- 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 Authority. 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 Authority 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/her 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 Authority's request, the Bidder agrees to extend and maintain his/her bid beyond the specified 45 days, his/her bid security will not be returned. Bidder hereby agrees that all Bid prices are firm, fixed prices which the Authority may accept up to 45 days from Bid opening.

24. LIQUIDATED DAMAGES (If Applicable):

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

25. CONTRACT TERMINATION:

The contract may be terminated at any time by the Authority giving written notice to the Contractor sixty (60) days prior to the desired termination date.

26. DUE DILIGENCE:

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their proposal. The Authority will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

27. PUBLIC RECORDS LAW:

Proposer shall treat all documents concerning its contractual obligations under the Agreement as public records and abide by the Florida Laws governing public records (i.e., Sunshine Law). All Public records requests must be directed to the Custodian of Public Records at publicrecords@tampasportsauthority.com, (813) 350-6515, or 4201 North Dale Mabry Highway, Tampa, Florida 33607.

28. ATTORNEY'S 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 litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the number 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, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

29. FORCE MAJEURE:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (“Permitted Delay”), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

30. INCURRED COSTS:

Tampa Sports Authority is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

31. EX PARTE COMMUNICATION:

In order to ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, County Commissioner or any Tampa Sports Authority director, board member, official, staff, consultant, or employee who is participating in the evaluation process. Any and all communication initiated by an offeror after the responses are opened must be in writing to:

Tampa Sports Authority, Procurement Manager, 4201 N. Dale Mabry Highway, Tampa, FL 33607 and/or via email: [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com).

The Evaluation Committee/Staff member may, however, initiate communication with any offeror in order to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Invitations to Bid.

32. PUBLIC DISCLOSURE (Pursuant to Florida’s Public Records Act, Chapter 119 F.S.):

- a) Sealed bids or replies to competitive solicitations (RFB, RFP, ITB, etc. are NOT subject to public disclosure until the Authority either 1) issues notice of its intended decision or 2) thirty (30) days have passed after opening of the bids or replies; whichever is earlier;
- b) If the Authority rejects all bids and issues notice of an intent to rebid or reissue the competitive solicitation, the bids, replies, etc. submitted to the first (rejected) solicitation are NOT subject to public disclosure until the matter is rebid and TSA issues notice of its intended decision on the reissued bid or until the reissued bid or solicitation is also



withdrawn by the Authority. However, this exemption from public disclosure can last no longer in any event more than 12 months from date of the initial rejection of all bids.

33. SUNSHINE MEETING LAW EXEMPTIONS (Pursuant to section 286.113, F.S.):

The following meetings are closed to the public; however, the Authority will make recordings of these meetings available to the public 30 days after opening of bids or replies, whichever occurs first;

- a) Meetings where vendors make oral presentations or answer questions as part of a competitive solicitation;
- b) Meetings of a TSA evaluation, grading or negotiating team to discuss negotiation strategy;
- c) Negotiation sessions with vendors.

34. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:

The Authority requires all companies who are awarded a bid/proposal to provide proof of “active/current” registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the Authority.

35. CHANGE ORDERS/ADJUSTMENTS:

The Authority 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 specifications in order to complete the said work.

36. NON-EXCLUSIVE CONTRACT:

This is a non-exclusive Contract. The Authority reserves the option to purchase any service(s), materials, or equipment from an alternate source.

37. CONTRACT TERMS/OPTION:

- A. This Contract is for a one-time purchase.

38. LICENSES AND PERMITS:

The Contractor and/or (if applicable) his subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of his subcontractors must be licensed by the State of Florida, Hillsborough County, or the City of Tampa to perform all applicable work required under this contract. A copy of the Contractor’s license(s) should be submitted to the Authority’s Purchasing Department with their Bid Proposal. 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 the 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.

39. BEST & FINAL OFFERS:

If it is determined by the Procurement Manager that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Manager for Best and Final Offer submissions.

*As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.*

---

Bidder/Proposer Signature

## INFORMATION/INSTRUCTION TO BIDDERS

### 1. MANDATORY PRE-BID CONFERENCE, QUESTIONS, SUBMISSION OF BIDS/BID OPENING:

- A. The Mandatory Pre-Bid Conference is scheduled for **Tuesday, January 18, 2022 at 10am.** The Conference will be held “in person” at Babe Zaharias Golf Course, 11412 Forest Hills Drive, Tampa, FL 33612. Please contact Deltecia Jones (Procurement Manager) for directions or further instructions at 813-350-6511 or 813-205-2499.
- B. The final day for asking questions regarding this ITB is **Friday, January 21, 2022 not later than 10am.** All questions must be submitted in writing and via email to [djones@taqmpasportsauthority.com](mailto:djones@taqmpasportsauthority.com). An addendum will be issued within 2-3 business days.
- C. Bids will be received by the Tampa Sports Authority and will be opened/reviewed and tabulated on **Tuesday, February 1, 2022 at 10am.** The bids will be opened in person at the Tampa Sports Authority office located at Raymond James Stadium, Entrance B/C off Himes Avenue.

Bidders, or their representatives, and other interested persons may be present at the opening of proposals. Considering COVID-19, electronic bid submittals ***will be*** allowed for this bid. If you opt to submit your bid electronically, please email your bid and supporting documents to [bids@tampasportsauthority.com](mailto:bids@tampasportsauthority.com). If you prefer to drop off your bid, you may do so at Raymond James Stadium, Entrance B/C off Himes Avenue, Tampa, FL 33607. Please inform the security guard at the gate that you need to drop off a bid package to Deltecia Jones, TSA Procurement Manager at the TSA office. Any bids received after the said due date and time, either in person or electronically, will be rejected and returned unopened. If you have any questions regarding our bid submittal process, please contact Deltecia Jones at 813-350-6511.

- D. If paper bids are submitted, bidders shall present a sealed, non-transparent envelope, identified with the project name, bid number and contractor's name. If you prefer to mail your bid for this project, please send it to:

**Tampa Sports Authority, Attn: Deltecia Jones, Procurement Dept.  
4201 N. Dale Mabry Highway, Tampa, FL 33607**

- E. 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.
- F. Prices must be quoted on the sheet furnished by the Authority. No other will be accepted. All prices shall be quoted F.O.B. Tampa, Florida.
- G. 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.

- H. The Bidders 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 any express or standard delivery company, courier service and/or the United States Postal Service or a delay caused by any other occurrence or circumstance. Please assure the Authority has possession of your bid document.
- I. 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".

2. **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 Authority in any combination or not at all.

3. **PREPARATION AND SUBMITTAL OF BID FORM(S):**

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

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

4. **INDEMNIFICATION:**

- A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the Authority, its officers, employees, agents, elected and appointed officials and volunteers, RJS Stadium – A Commercial Condominium, Hillsborough County and the City of Tampa (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages, whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys and experts fees at trial and on appeal (collectively, “Claims”) for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
  - 1) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives, or subcontractors; or
  - 2) The failure of Contractor, its employees, agents, representatives, or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
  - 3) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
  - 4) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors.
- B. The provisions of this paragraph 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 or 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.

5. **BASIS OF AWARD**

Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

6. **DEVIATION**

Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection. Bidders requesting information or clarification should contact Deltecia Jones, Procurement Manager at 813-350-6511.

7. **COMPENSATION**

The Authority shall pay the Contractor upon completion and inspection of the work site(s) by an Authority representative. Payment shall be made to the Contractor approximately thirty (30) days after the invoice is received and approved by the office of the Authority. All invoices shall be mailed to Tampa Sports Authority, 4201 N. Dale Mabry Highway, Tampa, FL 33607, Attention: Accounts Payable or emailed to [JPeacock@tampasportsauthority.com](mailto:JPeacock@tampasportsauthority.com). Please notify the Authority if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or his designee. A written Blanket (Annual) Purchase Order may be issued as authorization to proceed with the service.

8. **SUB-CONTRACTING**

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior consent of the Authority. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Authority within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

9. **WORK SIGN-OFF**

A written report (work ticket) evidencing completion of work at the said location is required. Contractor shall notify the Director or onsite Manager, or designee, immediately upon completion of work at said location to arrange for a site inspection and sign-off for payment. Failure to do so will result in non-approval of payment on invoices for work performed until such time the evidence of work completion is provided to the Authority.

10. **WORK TICKET**

The Contractor shall submit with its invoice, signed-off work tickets for said work evidencing inspection and acceptance by the Director or onsite Manager or his designee for said location. The invoice shall itemize services performed by the amount due for said work. When submitting an invoice for payment, you must provide to the Authority the number of personnel hours and hourly rate per person.

11. **WORK PERSONNEL & SUPERVISORS**

Contractor shall employ, or have under their control, sufficiently qualified and competent personnel to perform work promptly and in accordance with the contract schedules and requirements expressed in this Bid document.

All the Contractor's personnel must be capable of performing at an effective level in accordance with specifications and industry standards. All work shall be performed in a workmanlike and safe manner and in compliance with all federal, state, and local laws and codes.

The Contractor shall utilize, on this contract, only workers that are skilled in the tasks to which they are assigned. The Authority retains the right to require the reassignment of an employee or employees as the Authority may deem necessary. Reasons for this request may be, but are not limited to: Poor work performance, incompetence, carelessness, disruptive or otherwise objectionable behavior. Any request for reassignment is in no way a call for dismissal. It is to be considered just a request for the individual to be reassigned away from the facility where work is being performed. Contractor shall provide all supervision on site to coordinate and inspect work.

12. **EVENT INTERRUPTION**

Work shall be done in a way to minimize interruption of events that may be held at the time of work. The Manager/Director will provide an event schedule to the awarded vendor for review and scheduling purposes.

13. **OCCUPANT SAFETY**

Work shall be done in such a manner to create a safe working and walking situation for occupants and visitors of Babe Zaharias Golf Course. Work shall be done in a manner as to be of little disruption to occupants and visitors of the facility. Work shall be done in a manner that does not compromise the security of the facility or its occupants and/or visitors. Contractor shall provide safety cones, etc. to cordon off the work area(s).

14. **EQUIPMENT AND SUPPLIES SAFETY**

All equipment shall be safety checked prior to utilization on said property and must conform to all applicable State of Florida codes and OSHA regulations, prior to the start of work. The Authority reserves the right to request the removal from the work site any equipment or supply it may feel does not meet the aforementioned codes or regulations. In addition, the Authority may request the halt of any unsafe practices by the Contractor and/or its employees that are observed during the carrying out of the contracted services. This will in no way relieve the Contractor of complying with the said work.

15. **CLEANING**

All work areas shall be left in a clean and acceptable way. All debris must be removed at the end of each workday and at the end/completion of the said work.

16. **BUILDING RULES:**

If applicable, Contractor crew shall abide by the policies and rules of the venue. Contractors and crew members shall abide by all security procedures required to gain entrance to the venue and its property. All workers shall be required to check in at Dock B with 24-hour security or the Supervisor/Manager must contact the Authority to assist with check in.

17. **E-VERIFY COMPLIANCE:**

All terms defined in Fla. Stat. § 448.095 are adopted and incorporated into this section. Pursuant to Fla. Stat. §§ 288.061(6) and 448.095(2), Contractor shall enroll in and verify the work eligibility status of all of its newly hired employees using the E-Verify system, if it has not already done so

as of the date of this Agreement. Contractor is further required to execute an affidavit in the form attached to this Agreement affirming that: (i) it is enrolled and is participating in the E-Verify system, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide Tampa Sports Authority with documentation that it has enrolled and is participating in the E-Verify system. This Agreement shall not take effect until such affidavit is signed by Contractor and delivered to Tampa Sports Authority's authorized representative.

Should Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) it has enrolled and is participating in the E-Verify system. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to Tampa Sports Authority within [number of days] of the effective date of the subcontract.

If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within [number of days] (the "Cure Period"). Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, Tampa Sports Authority has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply should the E-Verify system cease to exist.



## **INSURANCE REQUIREMENTS**

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 and "A" rated by AM Best. **All Liability Policies shall provide that the Tampa Sports Authority, the City of Tampa, and Babe Zaharias Golf Course are additional insureds** but solely in accordance with and subject to the indemnification provisions set forth herein 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 The Authority 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 impairment(s) 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 or 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 "occurrence" form as opposed to the "claims made" 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:

**Tampa Sports Authority  
4201 N. Dale Mabry Hwy.  
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.

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

1. **Workers' Compensation and Employers' Liability** shall be maintained in force during the term of this Agreement for all employees of Licensee engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The Licensee shall provide proof of coverage which includes a waiver of subrogation in favor of the Authority. The amount of the Workers' Compensation and Employers' Liability Insurance shall not be less than:

<b>Florida Statutory Requirements:</b>	<b>\$500,000 Limit Each Accident</b>
	<b>\$500,000 Limit Disease Aggregate</b>
	<b>\$500,000 Limit Disease Each Employee</b>

Should the Licensee have reason to believe they are exempt or have questions related to Workers' Compensation Liability Insurance, they should visit the State of Florida's Division of Workers' Compensation website at:

<https://www.myfloridacfo.com/Division/wc/employer/Exemptions/default.htm>.

If the Licensee is eligible for an exemption, it must be applied for at address above. A copy of the Certificate must also be provided to the Authority.

2. **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:**

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence and Aggregate</b>
<b>\$1,000,000</b>	<b>Each occurrence and Aggregate for Liability under this Specific Agreement. The Aggregate limits shall be separately applicable to this specific engagement.</b>

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:**

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence</b>
--------------------	--

3. **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 engagement with limits of not less than:

**Bodily Injury & Property Damage Liability:**

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

4. **Builders Risk Insurance** is acceptable to the Authority shall be purchased and maintained by the Licensee for the replacement cost value of the project with any sub limits 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 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 Licensee, its subcontractors or their subcontractors shall be paid by the Licensee. 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 engagement. The Builders Risk insurance company/companies shall endorse the policy waiving its rights of subrogation against the Authority, Licensee, Licensee’s subcontractors and their subcontractors and subordinate subcontractors.

SPECIFICATIONS

# Babe Zaharias Golf Course Pro Shop Renovation

11412 Forest Hills Drive, Tampa, Florida 33612



Architect:

*Meyer Associates, Incorporated  
Architecture and Town Planning*

1304 DeSoto Avenue, Suite 403

Tampa, FL 33606

813-849-2259

Mechanical Engineer:

*ASR Engineering, Inc.*

9720 N Armenia Avenue, Suite F

Tampa, FL 33612

813-955-7280

Electrical Engineer:

*MPS Engineering, Inc.*

240 Pine Avenue North

Odyssey, FL 34677

813-855-2721

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**TABLE OF CONTENTS**

DIVISION 01 - GENERAL REQUIREMENTS

01200 PROJECT SCHEDULES AND PROJECT MEETINGS

01600 PRODUCT REQUIREMENTS

01601 SUBSTITUTION FORMS

01700 CONSTRUCTION PROCEDURES

01710 CONSTRUCTION TOLERANCES FOR DIMENSIONS

01731 CUTTING AND PATCHING

01732 SELECTIVE DEMOLITION

01800 PROJECT RECORD DOCUMENTS

LIMITED NESHAP RENOVATION ASBESTOS SURVEY-CLUBHOUSE BUILDING

END OF TABLE OF CONTENTS

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

SECTION 01200 – PROJECT SCHEDULES AND PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section Includes:
  - 1. Project Schedules
    - a. Contractor's construction schedule
    - b. Three-week look-ahead schedule
  - 2. Project Meetings
- B. Contract milestone dates are defined in the Owner-Contractor Agreement.

1.02 SUBMITTALS

- A. Contractor's Detailed Schedule:
  - 1. Contractor shall submit the Initial Schedule to the Owner's Representative within 7 days of the Notice to Proceed.
  - 2. Contractor shall submit a Detailed Schedule, coordinated with the subcontractors, to the Owner at the Preconstruction Conference. The Owner will review the document with the Contractor, and after required modifications, approve the Schedule.
  - 3. Each month, the Contractor shall submit an update to his Detailed Schedule reflecting job progress for the past month, including original baseline.
  - 4. No pay estimate will be processed unless the current month's updated schedule documents have been approved by the Owner.
  - 5. Contractor shall distribute copies of the approved schedule monthly to subcontractors and entities affected by the schedule dates. Contractor shall post the current schedule in the Field Office or meeting room.
- B. Three-Week Look-Ahead Schedule:
  - 1. Contractor shall submit a supplemental Look-Ahead Schedule each week. This schedule is to be revised for each weekly project meeting.
- C. Minutes of Progress Meetings.
  - 1. Minutes of meetings shall be sent by Contractor within 3 days of the meeting.

1.03 CONTRACTOR'S DETAILED SCHEDULE

- A. Purpose: The primary objectives of the project scheduling program are to plan the construction activities so they may be prosecuted in an orderly and expeditious manner, utilizing CPM (Critical Path Method) scheduling methods, to provide optimum coordination between contractors, to establish the basis for measuring and monitoring individual contractor progress and overall project progress, and to detect problems for the purpose of taking corrective action.
- B. Policy: The Contractor shall prepare a comprehensive Contractor's Detailed Schedule utilizing CPM methods covering the entire scope of his responsibilities. The schedule shall present the Contractor's intended pace and order of work. The Contractor shall also submit required Cost Loading needed to analyze job progress. This schedule shall be submitted to the Owner for review and acceptance.
- C. The schedule shall be developed by the Contractor to meet project milestones as defined in the Owner-Contractor Agreement.
- D. The Contractor shall prepare a Contractor Detailed Schedule produced in both network CPM and bar chart format. The network shall be a CPM (Critical Path Method) using the CPM software

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

the Contractor normally uses if it can meet the requirements of this section. If it does not, the Contractor must obtain CPM software that does.

#### 1.04 CONTRACTOR'S THREE-WEEK LOOK-AHEAD SCHEDULE

- A. Contractor shall submit to the Owner a Three-Week "Look Ahead" Schedule in tabular form.
  - 1. Each activity to be worked on shall include:
    - a. Activity description
    - b. Description of anticipated work
    - c. Day(s) that work is to be performed
  - 2. For each item which, according to schedule of work, could be performed but is not planned:
    - a. Activity description
    - b. Float remaining
    - c. Reason work is not planned

#### 1.05 APPROVAL OF THE SCHEDULE

- A. The Schedule will be submitted to the Owner's Representative for approval. Based on the above criteria, the Owner may analyze the schedule and state whether the plan is workable.
- B. If the schedule requires revision, the Contractor shall revise and resubmit the schedule within 3 days.
- C. Once approved the submittal will be known as the Construction Schedule. Owner's approval of the Construction Schedule does not relieve the Contractor of its obligation to complete the work within all dates set forth in the Contract Documents.

#### 1.06 PROGRESS MEETINGS

- A. Contractor shall schedule and conduct weekly progress meetings during the construction project. Contractor shall notify the Owner's Representative at least one week in advance of the date of the meeting; the Owner's Representative may attend the meetings.
- B. The following are required to attend the progress meetings:
  - 1. Project superintendent.
  - 2. Major subcontractors and suppliers.
  - 3. Others who have an interest in the agenda.
- C. Contractor shall prepare and distribute an agenda and the Three Week Look Ahead Schedule prior to the meetings; Contractor shall cover the following topics when applicable:
  - 1. Minutes of previous meeting.
  - 2. Status of submittals and impending submittals.
  - 3. Off-site fabrication and delivery schedules.
  - 4. Review of the actual progress as documented in the Three Week Look Ahead Schedule.
  - 5. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
  - 6. Progress expected to be made during the next period.
  - 7. Actual and potential problems.
  - 8. Status of corrective work ordered by the Owner's Representative.
- D. Contractor shall record minutes and distribute copies to the Owner's Representative, all participants and to all entities affected by decisions made.

#### 1.07 PRODUCTIVITY REPORTING

- A. Refer to Section 01030.

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

[END OF SECTION 01200]



TAMPA HILLSBOROUGH SPORTS AUTHORITY BABE  
ZAHARIAS PRO SHOP RENOVATION PROJECT

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section Includes:
  - 1. General product requirements, including:
    - a. General specification requirements for all products.
    - b. Product options.
    - c. General requirements and procedures for maintenance materials and tools.
  - 2. General requirements for product documentation, including:
    - a. General requirements for operation and maintenance data.
    - b. General requirements for warranties.
  - 3. General procedures for products including:
    - a. Procedures for transportation and handling.
    - b. Procedures, delivery and receiving.
    - c. Procedures for storage.

1.02 DEFINITIONS

- A. Damage: Any sort of deterioration due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.

1.03 SUBMITTALS

- A. Operation and Maintenance Data: Contractor shall submit for information only.
- B. Warranties: Contractor shall submit product warranties for project record.
- C. Receipts: Contractor shall submit receipts for maintenance materials and tools.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Components required to be supplied in quantity within a specification section shall be identical, interchangeable, and made by the same manufacturer.

2.02 MAINTENANCE MATERIALS AND TOOLS

- A. Maintenance Materials: Contractor shall provide parts and materials for repair and maintenance; specific items required are specified in product sections.
- B. Contractor shall provide products and tools which are identical to those used in the Work; if necessary to obtain identical items, Contractor shall order at the same time as products to be installed or tools to be used in the Work.
- C. Contractor shall package appropriately and label to show type and quantity of contents.
- D. Contractor shall deliver, handle, and store in the same manner as products to be installed.
- E. Contractor shall not turn over to the Owner until date of Substantial Completion, unless otherwise approved by the Owner.
- F. Contractor shall deliver required products to the Owner and unload them at the appropriate location.

TAMPA HILLSBOROUGH SPORTS AUTHORITY BABE  
ZAHARIAS PRO SHOP RENOVATION PROJECT

G. Contractor shall obtain receipts prior to making final payment for the products.

PART 3 - EXECUTION

3.01 PRODUCT OPTIONS

- A. It is the Contractor's responsibility to select products which comply with the Contract Documents, and which are compatible with one another, with existing Work, and with products selected by other contractors.
  - 1. Contractor shall verify that electrical characteristics of products are compatible with electrical systems; Contractor shall notify Owner of all discrepancies.
- B. Contractor shall not use any substitute products which have not been approved in accordance with the Contract Documents.
- C. Where the specification is silent on whether substitutions will be considered, substitutions will be considered.
- D. Definition of Substitute Product: Any product which does not meet the requirements of the Contract Documents, whether in product characteristics, performance, quality, manufacturer or brand name, but is substantially similar in type and performance, is considered a substitute.
- E. Product Options: Where products are specified using more than one method, such as description with a manufacturer list, Contractor shall use a product meeting the requirements of both specification methods.
- F. Products Specified by Description: Contractor shall use any product meeting the specification.
- G. Products Specified by Listing a Brand Name Product as the "Basis of Design": Contractor shall provide a product equivalent to the product specified within the limits of variation specified. Use of a product other than that specified constitutes a representation by the Contractor that it will comply with all the conditions specified for acceptance of substitutions, although formal submittal of a request for substitution is not required.
- H. Products Specified by Listing Brand Name(s) Accompanied by Language Indicating that Substitutions Are Not Allowed: Contractor shall provide one of the products listed.
- I. Products Specified by Listing Brand Name(s) Accompanied by Language Indicating that Substitutions Are Allowed: Contractor shall provide a product meeting the specifications and submit a substitution request for any brand-name product that is not listed.
- J. Language indicating that substitutions are not allowed includes:
  - 1. "Provide one of the following products."
  - 2. "Provide products made by one of the manufacturers listed."
  - 3. "Provide products complying with the Contract Documents and made by one of the following."
  - 4. "No substitutions."
  - 5. Other similar language.
- K. Language indicating that substitutions are allowed includes:
  - 1. "Substitutions will be considered."
  - 2. "...will be among those considered acceptable."
  - 3. Or qual or other similar language.

TAMPA HILLSBOROUGH SPORTS AUTHORITY BABE  
ZAHARIAS PRO SHOP RENOVATION PROJECT

3.02 SUBSTITUTIONS AFTER AWARD OF THE CONTRACT

- A. The Contractor will be notified in writing within a reasonable time; verbal acceptance will not be valid.
- B. Acceptable substitutions will be added to the Contract Documents by appropriate modification.

3.03 SUBSTITUTION PROCEDURE

- A. Submission of requests for substitution shall constitute a representation that the entity making the request:
  - 1. Has investigated the proposed product and determined that it is equal to or better than the specified product.
  - 2. Will provide the same warranty for the proposed product as for the specified product.
  - 3. Will coordinate the installation and make other changes which may be required for the Work to be complete in all respects, including a. Redesign.
    - b. Additional components and capacity required by other work affected by the change.
  - 4. Waives all claims for additional costs and time extensions which subsequently may become apparent, and which are caused by the change.
- B. Substitution Request Procedure: Contractor shall submit a written request with the complete data substantiating compliance of the proposed product with the requirements of the Contract Documents.
  - 1. Contractor shall submit requested at least 14 days prior to the date when the specified product needs to be ordered.
  - 2. Substitution Request Form to be used follows this section.
- C. When the proposed substitution is not accepted, Contractor shall provide the product (or one of the products, as the case may be) specified.
- D. Approval of a substitution does not relieve the Contractor of the need to submit a full submittal as required per Section 01300 and the applicable Section.

3.04 OPERATION AND MAINTENANCE DATA

- A. Contractor shall provide operation and maintenance data as specified in individual product sections.
  - 1. Contractor shall provide data sufficient for operation and maintenance by Owner without further assistance from the manufacturer.
- B. Data Required For Products - General:
  - 1. Name of manufacturer and product.
  - 2. Name, address, and telephone number of subcontractor or supplier.
  - 3. Local source of replacements.
  - 4. Local source of replaceable parts, supplies, and service.
- C. Product Data: Where product data is specified for inclusion in operation and maintenance data, Contractor shall provide manufacturer's data sheets marked to indicate specific product and product options actually installed; Contractor shall delete inapplicable data.
- D. Custom Manufactured Products: Contractor shall provide all information needed for reordering.
- E. Finish Materials: Contractor shall provide manufacturer's product data, color/texture designations, and manufacturer's instructions for care, cleaning, and maintenance.

TAMPA HILLSBOROUGH SPORTS AUTHORITY BABE  
ZAHARIAS PRO SHOP RENOVATION PROJECT

- F. Products Exposed to Weather and Products for Moisture Protection: Contractor shall provide manufacturer's product data, recommended inspection schedule and procedures, maintenance and repair procedures, and maintenance materials required.
- G. Equipment: Contractor shall provide at least the following information:
  - 1. Product data giving equipment and function description, with normal operating characteristics and limiting conditions.
  - 2. Starting, operating, and troubleshooting procedures.
  - 3. Cleaning and maintenance requirements and procedures.
  - 4. External finish maintenance requirements.
  - 5. List of maintenance materials required.
  - 6. List of special tools required.
  - 7. Parts list: List all replaceable parts, with ordering data.
  - 8. Recommended quantity of spare parts to be maintained in storage.
- H. Systems: Contractor shall provide overall function description, with diagrams, prepared especially for this project.
- I. Form of Data: Contractor shall prepare data in the form of an instructional manual. Contractor shall:
  - 1. Arrange content logically, using section numbers and sequence of sections indicated on the table of contents of this project manual.
  - 2. When multiple volumes are used, arrange by related subjects and identify contents in cover title.
  - 3. Assemble into 3-ring binders with maximum 2-inch ring size.
    - a. Hardback, cleanable plastic covers.
    - b. Identify each booth with title "Operation and Maintenance Instructions" and project name.
    - c. Page size 8 1/2 x 11 inches maximum.
    - d. Prepare special typewritten data on minimum 20-pound paper.
    - e. Provide tabbed divider for each product and system.
    - f. Drawings: Bind in with other data; provide reinforced binding edge; fold larger drawings to size of pages.
      - 1) Do not use pockets or loose drawings.
  - 4. Provide table of contents for each volume listing:
    - a. Name of the project.
    - b. Name, address, telephone number, and contact name of:
      - 1) Owner.
      - 2) Contractor.
    - c. Index of products and systems included in volume.

### 3.05 WARRANTIES

- A. Contractor shall provide warranties as specified in individual product sections and shall warrant all labor and materials as set forth in Article 12 of the General Contract Conditions.
- B. Manufacturer Warranties: Contractor shall provide manufacturer's standard product warranty running for the manufacturer's standard term, unless otherwise indicated.
  - 1. Contractor shall submit copies of all manufacturer warranties which extend beyond the end of the contract correction period.
- C. Contractor shall provide 2 notarized copies of each executed warranty.
- D. Contractor shall provide actual date of commencement on each warranty.

TAMPA HILLSBOROUGH SPORTS AUTHORITY BABE  
ZAHARIAS PRO SHOP RENOVATION PROJECT

3.06 TRANSPORTATION AND HANDLING

A. Contractor shall:

1. Require suppliers to package finished products in a manner which will protect them from damage during shipping, handling, and storage.
2. Transport products by methods which avoid damage.
3. Deliver in dry, undamaged condition in manufacturer's unopened packaging.
4. Provide equipment and personnel adequate to handle products by methods which prevent damage.
5. Provide additional protection during handling where necessary to prevent damage to products and packaging.
6. Lift large and heavy components at designated lift points only.

3.07 DELIVERY AND RECEIVING

A. Contractor shall:

1. Arrange deliveries of products to allow time for inspection prior to installation.
2. Coordinate delivery to avoid conflict with the work and to take into account both the conditions at the site and the availability of personnel, handling equipment, and storage space.
3. Clearly mark partial deliveries to identify contents, to permit easy accumulation of entire delivery, and to facilitate assembly.
4. Promptly inspect shipments and remedy damage, incorrect quantity, incompleteness, improper or illegible labeling, and noncompliance with requirements of Contract Documents and approved submittals.

3.08 STORAGE

A. No indoor storage areas are available on site.

B. General Storage Procedures. Contractor shall:

1. Store products immediately on delivery.
2. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
3. Store in a manner to prevent damage to the stored products and to the work.
4. Store moisture-sensitive products in weathertight enclosures.
5. Store indoors if necessary to keep temperature and humidity within ranges required by manufacturer.
6. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
7. Arrange storage to provide access for inspection and inventory.
8. Periodically inspect and remedy damage and noncompliance with required conditions.

C. Loose Granular Materials: Contractor shall store on solid surfaces in well-drained area; Contractor shall prevent mixing with foreign materials.

D. Exterior Storage: Contractor shall:

1. Cover products subject to weather damage with impervious sheet covering and provide ventilation to avoid condensation.
2. Provide surface drainage to prevent runoff or ponded water from damaging stored products.

[END OF SECTION 01600]

TAMPA HILLSBOROUGH SPORTS AUTHORITY BABE  
ZAHARIAS PRO SHOP RENOVATION PROJECT

**SUBSTITUTION REQUEST FORM**

DATE: \_\_\_\_\_

TO: TAMPA HILLSBOROUGH SPORTS AUTHORITY

ATTENTION: KENNIE SIMS

PROJECT: BABE ZAHARIAS PRO SHOP RENOVATION

We hereby submit for your consideration the following product as a substitute for the specified product for the above project:

Section No.	Paragraph	Specified Product
_____	_____	_____

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

Product Data:

Attach complete technical data for proposed substitution.

Include complete information on changes to Contract Documents which proposed substitution will require for its proper installation.

Samples:

Attached       Will be furnished upon request

Does the substitution affect dimensions shown on drawings?

No       Yes (explain on attachment)

Effects of proposed substitution on other trades:

---

---

Differences between proposed substitution and specified product:

---

---

TAMPA HILLSBOROUGH SPORTS AUTHORITY BABE  
ZAHARIAS PRO SHOP RENOVATION PROJECT

Manufacturer's warranties of the proposed and specified products are:

Same       Different (explain on attachment)

Maintenance services and spare parts are available for proposed product from:

---

---

Previous installations where proposed product may be seen:

Project: \_\_\_\_\_ Project: \_\_\_\_\_

Owner: \_\_\_\_\_ Owner: \_\_\_\_\_

Architect: \_\_\_\_\_ Architect: \_\_\_\_\_

Date Installed: \_\_\_\_\_ Date Installed: \_\_\_\_\_

Cost savings to be realized by Owner, if proposed substitution is accepted:

---

Change to Contract Time, if proposed substitution is accepted:

No Change       Add \_\_\_\_ days       Deduct \_\_\_\_ days

By submitting this substitution request, Contractor represents that he has read and agrees to the provisions of Section 01600.

Submitted by Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

For Use By Owner:

Based on the information supplied by the Contractor, the Owner has reviewed the proposed substitution on the basis of design concept of the Work and conformance with information given in Contract Documents.

Accepted       Accepted as Noted       Rejected

TAMPA HILLSBOROUGH SPORTS AUTHORITY BABE  
ZAHARIAS PRO SHOP RENOVATION PROJECT

[ ] Submit Additional Information: \_\_\_\_\_

\_\_\_\_\_

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

[END OF SECTION 01601]



TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

SECTION 01700 – CONSTRUCTION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section Includes:

1. General construction and installation procedures.
2. Correction of defective work.
3. Cleaning during construction.
4. Facility startup.
5. Project completion procedures.
6. Final cleaning.
7. EPA-NPDES, Construction Prevention Plan.

B. Related Sections:

1. Cleaning requirements for specific products and systems: Applicable product sections in Divisions 2 - 16.
2. General product installation requirements: Elsewhere in Division 1.
3. Sequence of the work: Elsewhere in Division 1.
4. Waste removal services: Elsewhere in Division 1.

1.02 DEFINITIONS

- A. Concealed Spaces: Spaces which are not accessible after completion of construction.
- B. Cutting: Removal of material by cutting, sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation.
- C. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.
- D. Debris: Rubbish, waste materials, litter, volatile wastes, and similar materials, with the exception of surplus materials which are to become the property of the Owner.
- E. Operational Elements: Equipment, moving parts, electrical conductors, sound and vibration control materials, waterproofing, vapor retarders, piping, ducts, tanks, and other similar materials and components which convey or retard the passage of liquids, gases, heat, light, persons, animals, or insects or which perform a similar function; not including structural elements.
- F. Patching: Restoration to completed condition by patching, repairing, finishing, filling, closing up, and similar operations.
- G. Replacement: Replacement the entire element, surface, or product.

1.03 SUBMITTALS

- A. Proposals for Cutting and Patching: Contractor to submit request sufficiently in advance of the time the work is to be performed to obtain approval; include:
  1. Description of the nature of the work and how it is to be performed, including reasons why cutting cannot be avoided.
  2. Description of results expected, including impact on safety and on structural, operational, and visual qualities.
  3. If utilities are affected, describe the changes required and be specific as to how long service will be cut off.

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

4. If cutting of structural work results in the need for additional reinforcement, provide details and engineering calculations to show how that reinforcement satisfies the original structural requirements.
- B. Startup Reports:
1. Include a statement that the item has been installed properly and is functioning correctly.
  2. Include the following information:
    - a. Item started up.
    - b. Date of startup operation.
    - c. Entity performing startup.
    - d. Applicable specification section.
    - e. Results of startup.
    - f. Signature of person performing startup.
- C. Demonstration Reports
1. Include the following information:
    - a. Description of equipment or system demonstrated, cross-referenced to the Contract Documents.
    - b. Date of demonstration.
    - c. Name and title of person performing demonstration.
    - d. Name, title and signature of person observing demonstration.
- D. Field Correction Requests: Submit immediately upon discovery of deviation required; include a detailed description of the problem, recommended changes, and reasons it is not possible to comply with the Contract Documents.
- E. Provide a certificate from surveyor stating that the construction has been placed in the locations and at the elevations required by the Contract Documents. Any deviations shall be noted on the Project Record Drawings, see Section 01800.

#### 1.04 QUALITY ASSURANCE

- A. Cleaning: Perform cleaning in accordance with the recommendations of the manufacturer of fabricator of the product or system. Use only cleaning materials and tools which are specifically recommended, which are not hazardous to health or property, and which will not damage finishes.

#### 1.05 PROJECT CONDITIONS

- A. Take precautions to prevent fires and to facilitate fire-fighting operations.
1. Keep flammable materials in non-combustible containers; store away from potential fire sources; remove flammable waste regularly.
  2. Keep temporary and permanent firefighting facilities readily accessible; keep firefighting routes open.
  3. Do not allow smoking in areas where highly combustible or explosive materials are present.
  4. Carefully supervise the operation of potential fire sources, including heating units.
  5. Conduct welding operations in manner to prevent fire; comply with local regulations.
- B. Take precautions to prevent accidents due to physical hazards:
1. Provide barricades, warning lights, or signs as required to inform personnel and the public of the hazard being protected against.
  2. Safety barricades: Comply with regulations.
  3. Provide temporary walkways where walking surfaces are hazardous.
  4. Notify the Owner before beginning work that involves hazardous operations, including use of explosives and the like.
- C. Take care to prevent pollution of air, water, and soil.

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

1. Comply with environmental protection regulations.
  2. Limit effluent and rainwater runoff into waterways as required by regulations.
  3. Do not dump contaminants in areas that will result in contamination of waterways.
- D. Minimize discharge of effluent and rainwater runoff into sewers.
1. Control sediment discharge into sewers; filter out construction debris, soil, and contaminants.
  2. Comply with regulations and orders of public utilities regarding use of sewers.
  3. Where disposal of effluent or rainwater by means of sewers is not lawful or is not possible, provide alternative methods of disposal.
- E. Prevent erosion due to rainwater runoff.
- F. Control windblown dust; prevent nuisance to Owner's personnel, animals and visitors.
- G. Prevent flooding of excavations, below-grade construction, and adjacent areas due to rainwater runoff.
- H. Do not use tools or equipment which produce harmful levels of noise.
1. Minimize the use of noise-making tools and equipment during hours that adjacent areas are in use.
  2. Coordinate hours of use of noise making tools and equipment adjacent to animal areas with the Owner.
- I. Keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances.
- J. Control rodents and other pests.
- K. Keep adjacent areas free of debris due to this work.
- L. Provide adequate traffic control by means of signs, signals, and flagmen, as necessary.
- M. Provide temporary means of draining roofs where required.
- N. Conduct construction operations so that no part of the work is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions. O. Conduct construction operations so that waste of power, water, and fuel is avoided.
- P. Provide temporary supports as required to prevent movement and structural failure.
- Q. Install products only during environmental conditions which will ensure the best possible results.

#### 1.06 SEQUENCING AND SCHEDULING

- A. Install products only at the time and in the sequence which will ensure the best possible results.
- B. Coordinate required administrative activities with related construction activities.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Patching Materials: Identical to the materials of the work to be cut, unless indicated as specific materials specified in other sections.

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

PART 3 - EXECUTION

3.01 GENERAL EXAMINATION REQUIREMENTS

- A. Prior to performing work, examine the applicable substrates and the conditions under which the work is to be performed.
- B. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding.
- C. Conditions which could have been discovered by examination will not be allowed as cause for claims for extra work.
  - 1. The existence and location of construction indicated as existing on the drawings are not guaranteed.
  - 2. In particular, verify the following:
    - a. Underground utilities.
    - b. Other underground construction.
    - c. Location and invert elevation of points of connection to piped utilities.
- D. Verify that utility requirements of operating equipment are compatible with building utilities.
- E. Verify space requirements of items which are shown diagrammatically on the drawings.

3.02 GENERAL PREPARATION REQUIREMENTS

- A. Take field measurements as required to fit the work properly.
- B. Recheck measurements prior to installing each product.

3.03 GENERAL INSTALLATION PROCEDURES

- A. Accurately locate the work and components of the Work; make vertical work plumb; make horizontal work level.
- B. See sections describing specific parts of the Work for additional requirements.
- C. Where space is limited, install components to maximize space available for maintenance and to maximize ease of removal for replacement.
- D. In finished areas, conceal pipes, ducts, and wiring within the construction, unless otherwise indicated.
- E. Coordinate exact locations of fixtures and outlets with finish elements.
- F. Install Work in such a manner and sequence as to preclude, if possible, or at least to minimize cutting and patching.
  - 1. Do not cut any operational elements.
- G. Install all Work to ensure proper drainage.

3.04 CLEANING AND PROTECTION

- A. Contractor shall remove debris from concealed spaces prior to enclosing the space.
- B. Keep the site and the Work free of waste materials and debris.
  - 1. Refer to Standard In-Park Procedures.
  - 2. Keep hazardous and unsanitary materials in containers separate from other waste.
- C. Clean areas in which Work is to be done to level of cleanliness necessary for proper execution of that Work.
  - 1. Where dust would impair execution of Work, broom- and vacuum-clean the entire interior area and keep clean.

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

- D. Keep installed Work clean, and clean again when soiled by other operations.
  - 1. Provide periodic cleaning as required to prevent damage due to soiling.
  - 2. Remove liquid spills promptly.
- E. Protect installed Work from soiling and damage.
  - 1. Provide protective coverings as required.
  - 2. Provide protective coverings for Work which may be damaged by subsequent operations.
  - 3. Where heavy abuse is expected, use minimum of plywood for protection.
  - 4. Maintain protective coverings until substantial completion.

### 3.05 INSTALLATION OF COMPONENTS

- A. Install all products in accordance with manufacturer's instructions and recommendations, whether conveyed in writing or not.
- B. Mounting Heights: Where mounting heights are not indicated, install components at mounting normally encountered for similar components.
  - 1. Obtain the Owner's instructions for uncertain mounting heights.
- C. Separate incompatible materials with suitable materials or spacing.
  - 1. Prevent cathodic corrosion.
- D. Joints in Exposed Work:
  - 1. Make joints of uniform widths.
  - 2. Where joint locations are not indicated, arrange joints for the best visual effect.
    - a. When in doubt, obtain the Owner's instructions.
- E. After installation, adjust operating components to proper operation.

### 3.06 PROCEDURES FOR CORRECTION OF WORK

- A. The following must be replaced (repair is not acceptable):
  - 1. Damaged surfaces exposed to view which cannot be repaired without visible evidence of repair.
  - 2. Components which cannot be repaired to proper operating condition.
  - 3. Scratched transparent materials.
- B. Repair or Replace:
  - 1. Components which do not operate properly.
  - 2. Surfaces exposed to view which cannot be cleaned to original condition.
  - 3. Permanent facilities used during construction.
  - 4. Other defective Work.
- C. Acceptable Repair Methods:
  - 1. Replacing parts.
  - 2. Refinishing.
  - 3. Touching up with matching materials.
  - 4. Proper adjustment of equipment.
- D. When it is necessary to deviate from the Contract Documents in order to accomplish corrective action, submit a field correction request.
- E. Restore permanent facilities used during construction to specify condition.

### 3.07 FACILITY STARTUP

- A. Put each item of equipment and each system into full, satisfactory operation.
- B. Prior to Startup:

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

1. Verify that equipment and systems are complete, correctly connected to utilities, and tested.
    - a. Comply with requirements of manufacturer.
  2. Inspect and test as required to ensure that Work is installed as specified and to determine suitability for energizing.
  3. Change over from temporary to permanent utility sources.
  4. Re-adjust and lubricate operating components as required to ensure smooth and unhindered operation.
    - a. Check drive rotations, belt tension, control sequences, and other features which might cause damage if not properly adjusted.
  5. When specified or when required by manufacturer, have manufacturer's representative prepare for startup or supervise such preparation.
- C. Execute startup under supervision of responsible personnel in accordance with the manufacturer's instructions.
1. When specified or when required by manufacturer, have manufacturer's representative perform startup.
  2. Submit a written report of startup operation.
- D. After startup, adjust equipment and systems as required for proper operation.
1. Where specified, perform tests or inspections to determine status of operation.
- E. Demonstrate the operation and maintenance of equipment and systems to personnel designated by the Owner, prior to substantial completion.
1. Have final operating and maintenance data available during demonstration.
- F. For equipment and systems which have different operation at different seasons, demonstrate operation during subsequent seasons until fully demonstrated.

### 3.08 FINAL CLEANING

- A. Remove materials and equipment which are not part of the Work and all debris from the site prior to substantial completion.
1. Remove all surplus materials which are to remain property of the Contractor; obtain the Owner's instructions as to disposition of surplus material remaining on site and deliver, store, or dispose of as directed.
  2. Remove tools and construction equipment.
  3. Remove protective coverings.
  4. Remove temporary facilities.
- B. Dispose of debris in a lawful manner.
1. Do not dispose of volatile wastes in storm or sanitary drains.
- C. Perform final cleaning prior to requesting inspection for Substantial Completion.
1. Clean as specified for periodic cleaning.
- D. Clean entire project site and grounds.
1. Clean up landscaped areas.
  2. Broom clean paved areas.
  3. Rake smooth all exposed earth surfaces.
  4. Remove snow and ice from building and site accesses.
- E. Leave the project clean and ready for occupancy.

### 3.09 PROJECT COMPLETION PROCEDURES

- A. Complete the Work, prior to Substantial Completion, as required to obtain consent to occupancy from the governing authorities.

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

- B. Arrange for final inspection by governing authorities to be accomplished prior to Substantial completion.
  - 1. Obtain certificate of occupancy.
- C. Upon request of the Contractor, the Owner will perform inspection for Substantial Completion.
  - 1. No partial certificates of Substantial Completion will be issued.

[END OF SECTION 01700]

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

SECTION 01710 – CONSTRUCTION TOLERANCES FOR DIMENSIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes general procedural requirements governing allowable construction tolerances for dimensions.
  - 1. Dimensional tolerances stated in the technical sections of Divisions 2 through 16 shall become part of the Contract, regardless if they exceed or keep under standard construction industry tolerances.
  - 2. Dimensional tolerances not included in the sections shall be subject to standard industry recommendations, unless noted otherwise in the contract documents.
  - 3. Manufactured products:
    - a. Factory manufactured and/or shop fabricated elements for the project shall remain within 1/4” of all published sizes in all directions.

1.02 SUBMITTALS

- A. Certificates: Submit certificate signed by General Contractor indicating that all completed sizes, locations, and elevations comply with the contract documents, and are within the specified dimensional tolerances.
  - 1. Submit certification prior to request for Substantial completion.

1.03 QUALITY ASSURANCE

- A. It is the intention of the contract that all work be completed at the dimensions shown in the contract documents. Dimensional tolerances are included to demonstrate the maximum deviations that will be allowed.
  - 1. It shall be the Contractor's responsibility to ensure that all work fits, and functions as required, including adjustments as needed, due to dimensions that extend into the allowed tolerances.
  - 2. Installed work exceeding the limits of the allowed tolerances is subject to removal and replacement as directed by the Owner, at no cost to the Owner.
- B. Contractor shall perform an investigation of the entire project to finally determine that all elements of the project are constructed within the tolerances allowed by the contract documents.
- C. Contractor shall not knowingly install work that does not comply with allowed tolerances.
- D. Contractor shall examine, prior to execution, all documents, and advise all subcontractors in writing of their obligations to comply with construction tolerances as specified.
  - 1. Refer to specifications section for “Accessibility for Persons with Disabilities” for surveys and certifications required for accessibility.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other elements affecting the Work.



TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

1. Before construction, verify the locations and points of connection of utility services.
  
2. Prior to starting work, contractor shall determine if any existing conditions will prevent compliance with the dimensions of the Contract Documents.
  - a. Advise the Owner immediately if any such conditions exist.
  - b. Do not proceed with work until any needed adjustments to the contract are accomplished.
    1. Proceeding with work indicates acceptance of conditions.
  
3. Refer to Section 01700 - Construction Procedures for more examination specifications.

3.02 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction, including work that is not within specified construction tolerances. Restore damaged substrates and finishes. Comply with requirements in Section 01700 - 3.05 - Cutting and Patching Procedures.
  1. Repairing includes, in addition to correcting dimensions that are not compliant with allowed tolerance, replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment so repair work blends in and matches the surrounding work.

[END OF SECTION 01710]

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
  - 1. Also see other Divisions for specific requirements and limitations applicable to cutting and patching individual parts of the Work where applicable.

1.3 DEFINITIONS

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

1.4 SUBMITTALS (Not Used)

1.5 QUALITY ASSURANCE

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

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.

1.6 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

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

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

[END OF SECTION 01731]

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

- 1. Demolition and removal of selected portions of a building or structure.
- 2. Demolition and removal of selected site elements.
- 3. Repair procedures for selective demolition operations.

- B. Related Sections include the following:

- 1. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.
- 2. Division 15 Sections for demolishing, cutting, patching, or relocating mechanical items.
- 3. Division 16 Sections for demolishing, cutting, patching, or relocating electrical items.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

- A. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Professional Engineer Qualifications: Comply with Division 1 Section "Quality Requirements."
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.

1.7 PROJECT CONDITIONS

- A. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
  - 1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- B. Owner assumes no responsibility for condition of areas to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site will not be permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

PART 2 - PRODUCTS

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
  - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
  - 1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.
- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
  - 1. Arrange to shut off indicated utilities with utility companies with SeaWorld.

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

2. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
  3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
- D. Utility Requirements: Refer to Division 15 and 16 Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

### 3.3 PREPARATION

- A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
  2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
  3. Protect existing site improvements, appurtenances, and landscaping to remain.
  4. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
- C. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- D. Temporary Shoring: Provide and maintain shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 POLLUTION CONTROLS



TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
  - 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
  - 2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
  
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  
- C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

### 3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire suppression devices during flame-cutting operations.
  - 5. Maintain adequate ventilation when using cutting torches.
  - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  - 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 9. Dispose of demolished items and materials promptly.
  - 10. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

- B. Existing Facilities: Comply with building manager's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
- C. Removed and Salvaged Items: Comply with the following:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items: Comply with the following:
  - 1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
  - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- F. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
- G. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- H. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
  - 1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

3.6 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Patching: Comply with Division 1 Section "Cutting and Patching."

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

- C. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
  - 1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
- D. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
- E. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - 1. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
  - 2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
  - 3. Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
- F. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.
  - 1.

[END OF SECTION 01732]

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

SECTION 01800 – PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section Includes:
  - 1. Project record documents consisting of:
    - a. Record drawings.
    - b. Record project manual (specifications).
    - c. Record submittals:
      - 1) Shop drawings.
      - 2) Coordination drawings.
      - 3) Product data. 4) Samples.

1.02 CONTRACT CLOSEOUT SUBMITTALS

- A. At completion of project, Contractor shall deliver record documents to Owner.
- B. Contractor shall accompany submittals with a transmittal letter, in duplicate, containing:
  - 1. Date, project title and number.
  - 2. Contractor's name and address.
  - 3. Title and number of each record document.
  - 4. Certification that each document as submitted is complete and accurate.
  - 5. Signature of Contractor or its authorized representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 MAINTENANCE OF PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain at job site, one copy of each of the following as record documents.
  - 1. Contract Drawings posted to include Addenda, Revisions, and Field Modifications. (Blueline prints.)
  - 2. Project Manual including Addenda and Revisions.
  - 3. Approved shop drawings and samples.
  - 4. Modifications, Revision Orders, Directives and other written amendments to the Contract.
  - 5. Field Test records.
  - 6. Safety Log.
- B. Contractor shall observe the following guidelines for maintenance of record documents:
  - 1. Store record documents in temporary field office apart from documents used for construction purposes.
  - 2. Provide files and racks for storage of record documents.
  - 3. Maintain record documents in clean, dry, and legible condition.
  - 4. Do not use record documents for construction purposes.
  - 5. Make record documents available at all times for inspections by Owner and other authorized users.

3.02 MARKING DEVICES

- A. Contractor shall provide ball-point-colored pens for marking.

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

3.03 RECORDING

- A. Contractor shall label each record document "Project Record" in 2-inch-high printed letters.
- B. Contractor shall keep record documents current.
- C. Contractor shall not permanently cover or conceal any work until required information has been recorded.
- D. Record Contract Drawings: Contractor shall legibly mark-up drawings to record:
  - 1. Depths of various elements of foundations in relation to survey datum.
  - 2. Horizontal and vertical location of all underground utilities, process piping, and appurtenances referenced to permanent surface improvements.
  - 3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
  - 4. Revisions to electrical circuits.
  - 5. Actual equipment locations.
  - 6. Sizes and routings of ducts.
  - 7. Field changes of dimension and detail.
  - 8. Changes made by Revision Order, Directive and other modifications.
  - 9. Details not in original contract drawings.
  - 10. New information which may be useful to the Owner, but which was not show in either the Contract Documents or submittals.
- E. Per the Owner/Contractor Agreement, if directed by the Owner, the Contractor shall deliver the Record Documents to Owner for incorporation into the Original Drawings. The Contractor will then review the revisions and return the final drawings to the Owner.
- F. Contractor shall record Specification and Addenda. Contractor shall legibly mark-up each Section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  - 2. Changes made by Revision Order, Directive and other modification.
  - 3. Other matters not originally specified.
- G. Shop Drawings and Samples. Contractor shall:
  - 1. Maintain as record documents.
  - 2. Legibly annotate shop drawings and samples to record changes made after approval.
- H. Record Coordination Drawings:
  - 1. Contractor shall record the types of information required for all record documents.
  - 2. See Construction Drawings for additional record drawing requirements.

3.04 AUDIT

- A. Project record documents shall be available for review monthly by the Owner, who may use the current completeness of the record documents in evaluating the monthly progress payment request.

[END OF SECTION 01800]

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

APOLLO ENVIRONMENTAL REPORT

---

**Limited NESHAP Renovation Asbestos Survey**

Clubhouse Building  
Babe Zaharias Golf Course  
11412 Forest Hills Drive  
Tampa, Florida 33612

December 12, 2017

Prepared for:

ServiceMaster Restore, Inc.  
Attn: Ms. Charlotte Levins  
7840 Professional Place  
Tampa, Florida 33637

Brandon Payton  
Brandon Payton  
Florida Certified Inspector

Date 12/18/17

Dr. Robert D. Mitchell  
Dr. Robert D. Mitchell  
LAC# DD 0000007

Date Dec. 18, 2017

**AD# 34545**

Prepared by:

**APOLLO ENVIRONMENTAL, INC.**

P.O. Box 239  
Gibsonton, Florida 33534  
(800) 348-3181



## Table of Contents

Scope of Work .....	1
<b>Executive Summary .....</b>	<b>1</b>
Asbestos Containing Materials Summary Table .....	1
Recommendations .....	1
Location and Analysis Summary Table .....	2
Site Characteristics .....	2
Asbestos Survey Protocol .....	3
General Conditions .....	4

Appendix 1          Drawing - ACM & Sample Locations

Appendix 2          Sample Analysis Sheets

Appendix 3          Survey Certifications



### Scope of Work

At the request of Ms. Charlotte Levins of ServiceMaster Restore, Inc., Apollo Environmental, Inc., conducted a Limited NESHAP Renovation Asbestos Survey at the clubhouse building of the Babe Zaharias Golf Course located at 11412 Forest Hills Drive in Tampa, Florida. The survey was limited to the ceilings and floors in the dining and sales areas, expected to be impacted during remodeling due to water damage from a pipe above the ceiling.

### Executive Summary

On December 12, 2017, Mr. Brandon Payton, Surveyor/Inspector for Apollo Environmental, Inc., conducted the survey in the clubhouse. Upon inspection of the site, five Homogeneous Areas (HA's) were identified as suspect, asbestos-containing material and 11 samples were collected. Laboratory analysis by Polarized Light Microscopy (PLM) found none of the HA's to be asbestos-containing material (ACM).

<b>ASBESTOS CONTAINING MATERIALS SUMMARY TABLE</b>					
<b>HA #</b>	<b>Location (within Scope of Work)</b>	<b>Material Description (ACM layers in bold)</b>	<b>Approx. Area</b>	<b>NESHAP Category</b>	<b>Friable or Non- Friable</b>
No asbestos detected in any of the samples.					

### Recommendations

1. A copy of this survey and any previous survey reports should remain on site during renovation/demolition activities.
2. If suspect materials are found, other than those detailed in this report, analysis of these materials is required prior to disturbance.

Location and Analysis Summary of Homogeneous Materials						
HA#	Sample #s)	Location (within Scope of Work)	Material Description	Approx. Area	ACM Type and Content	Condition
1	1,2,3	kitchen & pantry	sheetrock ceiling	400 sf	None Detected	Fair
2	4,5	dining area & bar	drop ceiling panels	1,050 sf	None Detected	Fair
3	6,7	dining area, shop & office (impacted in dining area & shop)	carpeting with glue	1,600 sf	None Detected	Fair
4	8,9	mens & women's bathroom	cove base with adhesive	50 sf	None Detected	Good
5	10,11	attic throughout (impacted in dining area, kitchen, bar & pantry)	white blown-in insulation	1,000 sf	None Detected	Fair

### Site Characteristics

**General:** This one-story building, circa 1974, has a sloped, shingled roof and a concrete slab-on-grade foundation. The building totals approximately 3,200 square feet, however the survey was limited to the ceilings and floors in the dining and sales areas. Exterior building components and the roofing system were not sampled, nor were they included in the scope of services.

**Ceilings:** Ceilings were open to the wooden deck above, and insulation was present. The following suspect ceiling materials were identified and sampled:

- HA 1: sheetrock ceiling
- HA 2: drop ceiling panels
- HA 5: white blown-in insulation

**Walls:** Neither exterior wood-framed walls, nor interior sheetrock walls, are to be disturbed according to the client.

**Floors:** The sub-floor is concrete slab. Ceramic floor tile is not to be disturbed according to the client. The following suspect flooring material was identified and sampled:

- HA 3: carpeting with glue

**HVAC:** No HVAC equipment, ductwork or piping will be impacted.

**Plumb:** No water heater was visible, and suspect plumbing materials will be disturbed.

**Misc:** No door frame caulk, window caulk or spray-applied fireproofing was observed. Baseboards throughout, except the bathrooms, were wood and installed without caulk. The following suspect miscellaneous material was identified and sampled:

- HA 4: cove base with adhesive



## Asbestos Survey Protocol

The purpose of this survey was to locate and assess the suspect asbestos-containing materials as defined in the Scope of Work. The site was surveyed for the presence of materials that are typically suspect to contain asbestos. Prior to collecting any samples, distinct homogeneous sampling areas are identified and a sampling strategy is developed. A **homogeneous sampling area** can be described as any suspect asbestos material that is similar in appearance and texture, having similar installation, age, use and function.

Sampling locations are chosen to be representative of the homogeneous sampling area. While an effort is made to collect the samples randomly, samples are taken preferentially from as many rooms as possible, and for occupied facilities, from areas that are the least visible. As these materials were identified, bulk samples were obtained and placed into individual sample containers for transport to the Apollo laboratory. Suspect materials were sampled in an effort to obtain all representative layers that characterize their composition. All sample locations were identified by a numbered label. These numbers directly correspond with the numbers listed in the analytical results tables, laboratory analysis sheets and drawings.

Each suspected asbestos-containing material was classified as either friable or non-friable. **Friable** materials as defined by the EPA may be crumbled, pulverized, or reduced to a powder by hand pressure when dry. Friable asbestos-containing material is usually more hazardous than non-friable asbestos-containing materials because it has greater potential to readily release airborne asbestos fibers.

Materials that were hidden or not accessible were not evaluated as part of this survey. These materials should be analyzed if and when they are located during any renovation or demolition. Materials visibly identifiable as non-asbestos (fibrous glass, foam rubber, wood, etc.) were not sampled.

The survey was performed as required by NESHAP, 40 CFR, Part 61, Subpart M. The sampling protocol/strategy is based on EPA Reg. 40 CFR, Part 763 (AHERA) with modifications. As 40 CFR, Part 763, does not address the assessment of roofing and limited exterior components of the buildings, these additional materials were added in accordance with NESHAP, Part 61, Subpart M, and assessed using the 40 CFR, Part 763 protocols. Inventory, general supplies, etc. are not included as NESHAP building components. Additionally, samples are not collected in a completely random manner (see second paragraph of survey protocol).

Bulk asbestos samples were analyzed by Arrowhead Technologies, LLC, by polarized light microscopy using dispersion staining techniques according to US EPA method 600/M4-82-020 incorporating visual estimates (area) of identified materials percentages and Arrowhead's NVLAP accredited procedures.

Any material that contains greater than one percent of any type of asbestos is considered by the EPA, OSHA and the State of Florida, an **asbestos-containing material (ACM)** and must be handled according to regulations. Arrowhead Technologies participates in the National Voluntary Laboratory Accreditation Program (NVLAP), and other quality control programs for asbestos analysis.



## General Conditions

1. **DOCUMENTS:** All documents, including but not limited to drawings, specifications, reports, field notes, laboratory test data, calculations, and estimates prepared by Apollo Environmental Incorporated (AEI) pursuant to this Agreement, shall be the sole property of AEI. Client agrees that all documents of any nature furnished to Client, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client agrees that under no circumstances shall any documents produced by AEI pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of AEI. Client agrees that reports of AEI issued pursuant to this Agreement are for the exclusive use of Client and that such reports, the name of AEI, or its insignia or seal shall not be used by or on behalf of Client under any circumstances in advertising to the general public, or in any public material or in any other manner without AEI's prior written approval. Client agrees to indemnify, defend, and hold AEI harmless from and against any claims, liabilities, loss or damage, including reasonable attorney's fees arising out of any use of the reports, name, insignia or seal of AEI without AEI's prior written approval. At the request and expense of Client, AEI will provide Client with copies of documents created in the performance of the work for a period not exceeding one year following submission of the report contemplated by this Agreement.

This assessment has been prepared for the sole use of the client. Its contents should not be relied upon by other parties without the express written consent of Apollo Environmental, Inc., and the client.

2. The information and conclusions presented in his report are valid only for the circumstances of the sites investigated as described in this report as they existed during the time period of the investigation.
3. **WARRANTIES. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT SPECIFIED HEREIN.** Respecting this Agreement for the equipment, documentation, reports and services to be provided hereunder, or the delivery, use, or performance thereof, the only warranty or guarantee made by AEI in connection with the services performed hereunder, is that it will use that degree of care and skill ordinarily required in the performance of the services provided. No other warranty, expressed or implied, is made or intended by AEI's services or written reports.
4. None of the information contained herein should be construed as medical advice or a call to action for evacuation. Any decision relative to medical significance should be made by a qualified physician.
5. Apollo Environmental, Inc., evaluated the reasonableness and completeness of all relevant information, but does not assume responsibility for the truth or accuracy of any information provided to Apollo Environmental Inc. by others or for the lack of information that is intentionally, unintentionally, or negligently withheld from Apollo by others. Professional judgement was exercised in gathering and evaluating the information obtained, and Apollo commits itself to the usual care, thoroughness and competence of the industrial hygiene/environmental profession.

This report is based on information made available at the time of the inspections. The opinions expressed draw upon the background, training and experience of the personnel involved in the investigation. Should additional information become available, Apollo Environmental, Inc., reserves the right to determine the weight and impact, if any, of the new information on our opinions and conclusions, and to revise the opinions and conclusions if necessary and warranted by the discovery of the additional information.



6. After acceptance of this report, if Apollo obtains information that it believes warrants further exploration and development, Apollo will endeavor to provide that information to the Client, but Apollo will not be liable for not doing so.
7. This report is neither a legal opinion nor "due diligence inquiry." Only legal counsel retained by the Client is competent to determine the legal implications of information or conclusions contained in this report.
8. Apollo is not responsible for any effect upon the Client or others' legal rights, obligations, or liabilities or for any effect upon the finance ability, marketability, or value of the property or for the occurrence or non-occurrence of any transaction involving the property based upon the information stated in this report.

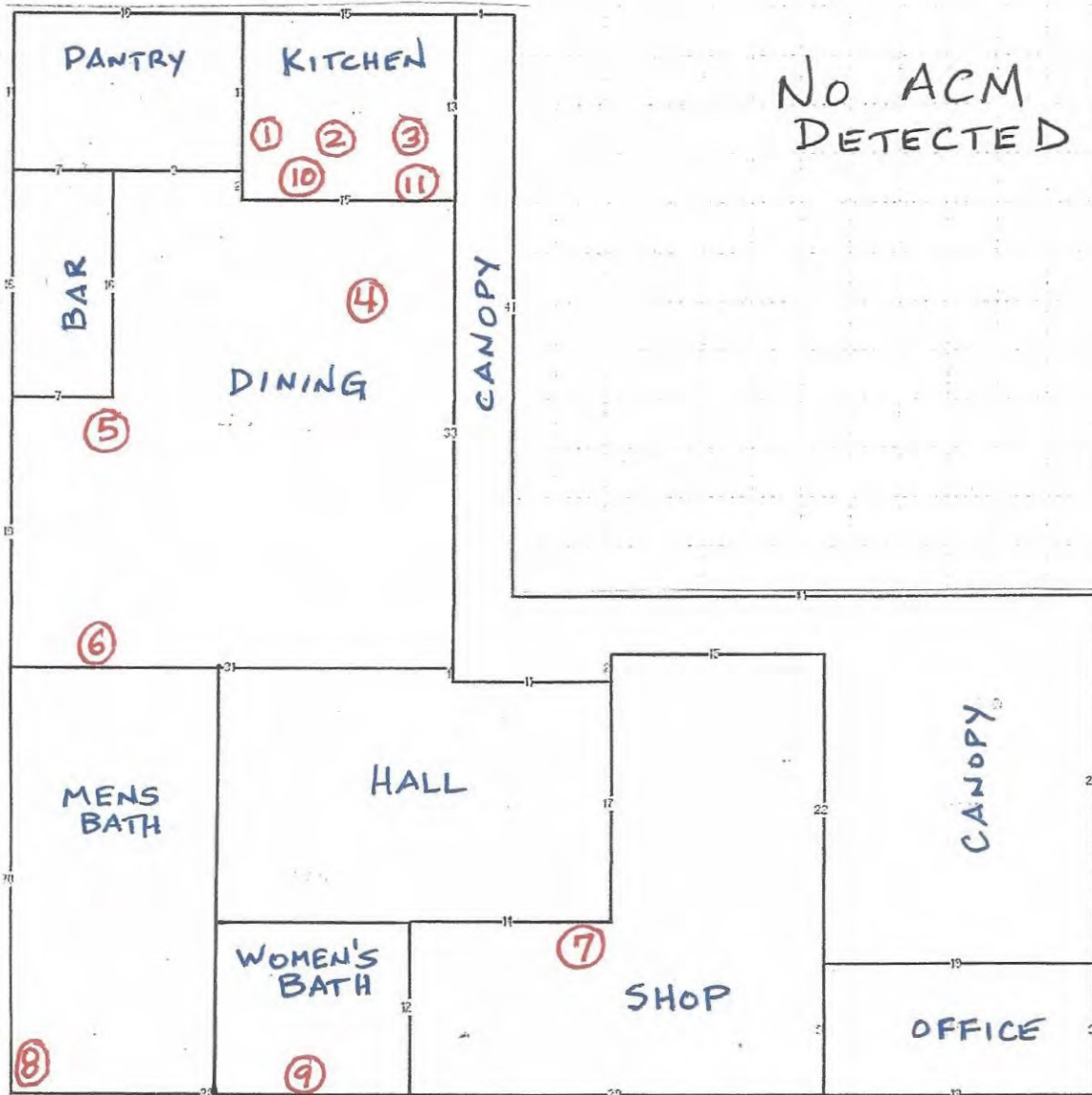
**LIMITATION OF LIABILITY:** Client agrees that AEI's liability for any damage on account of any error, omission, or other professional negligence will be limited to an amount equal to the lesser of \$10,000 or AEI's fee. AEI, its agents, and employees shall not be liable for any lost profits or any claim or demand against Client by any other party. In no event shall AEI be liable for special, consequential, or exemplary damages. This provision shall supersede any other provision in this report that may be deemed inconsistent with it. No action, regardless of form, arising out of the service under this Agreement, may be brought by the Client more than one (1) year after the act or omission giving rise to a cause of action has occurred.

9. To achieve the study objectives stated in this report, Apollo based its conclusions on the best information available during the period of the investigation and within the limits prescribed by the Client.
10. **SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test or per NVLAP.
11. **INDEMNITY:** The Client agrees to indemnify, defend, and hold AEI, its officers, employees, and agents harmless from any and all claims, suits, losses, costs, and expenses, including but not limited to, court costs and reasonable attorney's fees arising or alleged to have arisen out of or to have resulted from the performance of AEI's work on or about the subject Project, and caused in whole or in part by a negligent, willful, or wanton act or omission of the Client. In the event that the Client shall bring any claim, suit, cause of action, or counterclaim against AEI, to the extent that AEI shall prevail upon such action, the Client shall pay to AEI the costs expended by AEI to defend against such action, including reasonable attorney's fees, witness fees, and other related expenses.
12. **PAYMENT:** Payment is due upon receipt of AEI's invoices. If payment is not received within thirty (30) days of receipt by Client, Client agrees to pay a finance charge of the principal amount of the past due account of two (2%) percent per month. If two (2%) percent per month exceeds the maximum allowed by law, the charges shall automatically be reduced to the maximum legally allowable. The Client agrees to pay AEI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.

## Appendix 1

### Drawings - Sample Locations and ACM Locations

FIG 1: BABE ZAHARIAS CLUBHOUSE



LEGEND:

⊙ ASBESTOS SAMPLING LOCATION

AD#: 34545

NOT TO SCALE



APOLLO ENVIRONMENTAL, INC.  
11553 US HIGHWAY 41 SOUTH  
GIBSONTON, FLORIDA 33534  
PHONE: 813-671-3999

DRAWN BY: EJB

DATE: 12-17-17

PROJECT: BABE ZAHARIAS GOLF CLUBHOUSE  
ADDRESS: 11412 FOREST HILLS DRIVE  
TAMPA, FL 33612  
PREPARED FOR: SERVICE MASTER RESTORE

## Appendix 2

### Sample Analysis Sheets





3151 San Bernadino St.  
Clearwater, Florida 33759  
813-679-0720 / mhall005@tampabay.rr.com

NVLAP Lab Code 200703-0

Client :	Apollo Environmental Inc.	Lab Set No. :	005526
Project :	Clubhouse Bld, Babe Zaharias Golf Course	AT Job No. :	17-5526
Client Project No.:	AD# 34545	Report Date :	12/13/2017
Identification :	Asbestos, Bulk Sample Analysis	Sample Date :	12/12/2017
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600/R-93/116 / EPA Method 600/M4-82-020		

On 12/13/2017, eleven (11) bulk material samples were submitted by Brandon Payton for asbestos analysis by PLM/DS. Copies of Bulk Sample Analysis sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Sample Description / Location	Asbestos Content
005526-001	S/R Ceiling HA-1-1	None Detected-DW Paper Backing None Detected-Drywall Material
005526-002	S/R Ceiling HA-1-2	None Detected-DW Paper Backing None Detected-Drywall Material
005526-003	S/R Ceiling HA-1-3	None Detected-DW Paper Backing None Detected-Drywall Material
005526-004	Drop Ceiling Panel HA-2-4	None Detected-White Ceiling Tile
005526-005	Drop Ceiling Panel HA-2-5	None Detected-White Ceiling Tile
005526-006	Carpet Glue over Slab HA-3-6	None Detected-Yellow Carpet Adhesive
005526-007	Carpet Glue over Slab HA-3-7	None Detected-Yellow Carpet Adhesive
005526-008	Nylon Baseboard HA-4-8	None Detected-Brown Baseboard None Detected-Cream Mastic
005526-009	Nylon Baseboard HA-4-9	None Detected-Brown Baseboard None Detected-Cream Mastic
005526-010	White Blown -In Insulation HA-5-10	None Detected-Glass Insulation White

These samples were analyzed by layers. Specific layer or component asbestos content is indicated when relevant. The EPA considers a material to be asbestos containing only if it contains more than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) -- materials which are friable or may become friable -- be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. Arrowhead utilizes CVAE on a routine basis and does not include point counting unless specifically requested. The results may not be reproduced except in full.



3151 San Bernadino St.  
Clearwater, Florida 33759  
813-679-0720 / mhall005@tampabay.rr.com

NVLAP Lab Code 200703-0

Client :	Apollo Environmental Inc.	Lab Set No. :	005526
Project :	Clubhouse Bld, Babe Zaharias Golf Course	AT Job No. :	17-5526
Client Project No.:	AD# 34545	Report Date :	12/13/2017
Identification :	Asbestos, Bulk Sample Analysis	Sample Date :	12/12/2017
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600/R-93/116 / EPA Method 600/M4-82-020		

Page 2 of 3

On 12/13/2017, eleven (11) bulk material samples were submitted by Brandon Payton for asbestos analysis by PLM/DS. Copies of Bulk Sample Analysis sheets are attached; additional information may be found therein. The results are summarized below:

Lab Sample No.	Sample Description / Location	Asbestos Content
005526-011	White Blown -In Insulation HA-5-11	None Detected-Glass Insulation White

These samples were analyzed by layers. Specific layer or component asbestos content is indicated when relevant. The EPA considers a material to be asbestos containing only if it contains more than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) -- materials which are friable or may become friable -- be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. Arrowhead utilizes CVAE on a routine basis and does not include point counting unless specifically requested. The results may not be reproduced except in full.





3151 San Bernadino St.  
Clearwater, Florida 33759  
813-679-0720 / mhall005@tampabay.rr.com

NVLAP Lab Code 200703-0

Client :	Apollo Environmental Inc.	Lab Set No. :	005526
Project :	Clubhouse Bld, Babe Zaharias Golf Course	AT Job No. :	17-5526
Client Project No.:	AD# 34545	Report Date :	12/13/2017
Identification :	Asbestos, Bulk Sample Analysis	Sample Date :	12/12/2017
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600/R-93/116 / EPA Method 600/M4-82-020		

Page 3 of 3

### SCOPE OF THIS REPORT

These samples were obtained as a part of a building survey; this report is only intended to be used as a part of the survey report issued by the surveyor. This report explains the laboratory analysis and results. The surveyor's report explains the sampling protocol used, when the samples were obtained, the location(s) of the samples, where the materials were observed in the building, quantities of materials observed, condition of the materials and the extent of his/her survey. Sample locations and material descriptions are given by the surveyor on the chain of custody but included here (possibly abbreviated) only as a convenience for the reader.

This report may not be reproduced without written permission of Arrowhead and must be reproduced in full.

### STATEMENT OF LABORATORY ACCREDITATION

The samples were analyzed in general accordance with the procedures outlined in the Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, and the Interim Method for the Determination of Asbestos in Bulk Insulation Samples, EPA 600/M4-82-020. The results of each bulk sample relate only to the material tested and the results shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

Floor tile and other resinously bound materials, when analyzed by the EPA method, may yield false negative results because of limitations in separating closely bound fibers and in detecting fibers of small length and diameter. When a definitive result is required, Arrowhead recommends utilizing alternative methods of identification, including Transmission Electron Microscopy.

Specific questions concerning bulk sample results shall be directed to the Laboratory Director.

Analyst : Monte Hall, P.G.

Laboratory Director : Monte Hall, P.G.  
Florida Registration No. 1658

Approved Signatory :





SAMPLE ANALYSIS REQUEST FORM AND CUSTODY RECORD

AD#: 34545

CLIENT NAME: Service Master

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PROJECT NAME: Clubhouse Building  
Babe Zaharias Golf Course

SAMPLE(S) COLLECTED BY: Brandon Peyton

DATE SAMPLES COLLECTED: 12/12/17

Type of Analysis:

# Of Samples

- PLM - Building Material for Asbestos Content 11
- PCM - Air Samples NIOSH 7400 Method ORM \_\_\_\_\_
- TEM - Asbestos in Air \_\_\_\_\_
- H2O - TDS, Sulfate, Chloride \_\_\_\_\_
- Lead -Atomic Absorption, Lead in Paint/Water/Air \_\_\_\_\_
- IAQ - Bioaerosols \_\_\_\_\_
- IAQ - Swabs \_\_\_\_\_
- Air-O-Cell Samples \_\_\_\_\_
- Other, Please List: \_\_\_\_\_

Turn Around Time Requested:

- Rush-ASAP
- 24 Hour
- 48 Hour
- Normal

Released By: <u>[Signature]</u>	Date/Time: <u>10:30</u>	Received By: <u>[Signature]</u>	Date/Time: _____
Print Name: <u>Brandon Peyton</u>	<u>12/13/17</u>	Print Name: <u>Monte Hall</u>	<u>12/13/17</u>
Released By: _____	Date/Time: _____	Received By: _____	Date/Time: _____
Print Name: _____	_____	Print Name: _____	_____

COMMENTS/NOTES: \_\_\_\_\_

## Appendix 3

### Survey Certifications

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

**APOLLO ENVIRONMENTAL INC**

ROBERT DAVID MITCHELL  
11558 US HIGHWAY 41 SOUTH  
GIBSONTON FL 33534



LICENSE NUMBER: ZA0000001

EXPIRATION DATE: NOVEMBER 30, 2019

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR



KEN LAWSON, SECRETARY

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**ASBESTOS LICENSING UNIT**

**LICENSE NUMBER**  
 0D0000007

The ASBESTOS CONSULTANT  
 Named below IS LICENSED  
 Under the provisions of Chapter 469 FS  
 Expiration date: NOV 30, 2018

MITCHELL, ROBERT DAVID  
 APOLLO ENVIRONMENTAL INC  
 2521 GABRIEL RD  
 FORT MEADE FL 33841

ISSUED: 10/03/2016

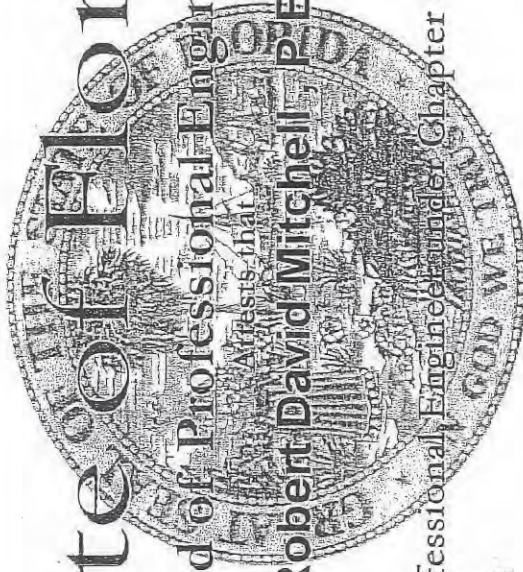
DISPLAY AS REQUIRED BY LAW

SEQ # L1610030002326



# State of Florida

Board of Professional Engineers



Robert David Mitchell, P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
Expiration: 2/28/2017  
Audit No: 228201712903

P.E. Lic. No:  
45325

United States Department of Commerce  
National Institute of Standards and Technology



---

# Certificate of Accreditation to ISO/IEC 17025:2005

---

NVLAP LAB CODE: 101871-0

**Apollo Environmental, Inc.**  
Gibsonton, FL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:

## Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2017-10-01 through 2018-09-30

Effective Dates

---

A handwritten signature in black ink, which appears to read "Peter S. Luman".

---

For the National Voluntary Laboratory Accreditation Program



**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005**

**Apollo Environmental, Inc.**  
11553 U.S. Highway 41 South  
Gibsonton, FL 33534-9720  
Mr. Frank Recuperero  
Phone: 813-671-3999 Fax: 813-677-3422  
Email: frankr@apolloenv.com  
<http://www.apolloenv.com>

**ASBESTOS FIBER ANALYSIS**

**NVLAP LAB CODE 101871-0**

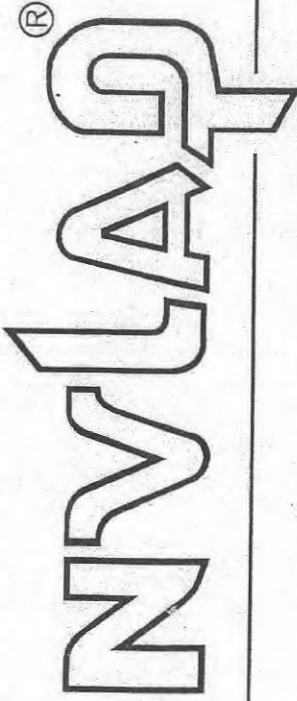
**Bulk Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A01	EPA -- Appendix E to Subpart E of Part 763 -- Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

A handwritten signature in black ink, appearing to read "Dana S. Laman".

For the National Voluntary Laboratory Accreditation Program

United States Department of Commerce  
National Institute of Standards and Technology



---

**Certificate of Accreditation to ISO/IEC 17025:2005**

---

NVLAP LAB CODE: 200703-0

**Arrowhead Technologies, L.L.C.**  
Clearwater, FL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:

**Asbestos Fiber Analysis**

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2017-01-01 through 2017-12-31

Effective Dates

A handwritten signature in black ink, appearing to read "John S. Gorman".

---

For the National Voluntary Laboratory Accreditation Program




# Sampling and Evaluating Airborne Asbestos Dust

AIR ANALYTICS

certifies that

**Brandon R. Bayton**

has satisfactorily completed the 32 hour NIOSH 582 Equivalent Phase Contrast Microscopy course, from 6/5/17 to 6/8/17, covering the contents of the NIOSH Method 7400 and the Occupational Safety and Health Administration Reference Method for asbestos fiber analysis, and in testimony whereof, we do confer this certificate at Oviedo, Florida, on June 8, 2017.



**Edward A. Nuñez, CIH, LAC**  
Course Director



Certificate # AA06081758202





**TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT**

**INVITATION TO BID**

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 respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by Authority, will represent the agreement between the parties.

The Proposer, in submitting this bid, guarantees the following pricing for forty-five (45) days unless an extension of time agreement is reached between the Proposer and the Authority:

<b>NAME OF BIDDER/PROPOSER:</b>
---------------------------------

<b>BASE BID</b>	
_____ Dollars	\$ _____
Total Price in words	Price in Figures

**DO NOT INCLUDE ALTERNATE PRICING (BELOW) AS A PART OF YOUR BASE BID**

<b><u>ALTERNATES</u></b>	
1. Remove existing pavers and install patterned concrete	\$ _____
2. Install new gypsum wallboards in lobby	\$ _____
3. Remove existing bulletin board, replace with siding	\$ _____

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**GUARANTEE OF BID PROPOSAL**

Name of Firm: \_\_\_\_\_

Street  
Address: \_\_\_\_\_

\_\_\_\_\_ City State Zip  
Mailing  
Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida:  Yes  No If yes, License #: \_\_\_\_\_

State of Florida Corporation ID # (From Secretary of State): \_\_\_\_\_

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

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

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*(Authorized Signature in Ink)*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*(Printed Name of Above Signer)*

\_\_\_\_\_  
*Corporate Seal (Where appropriate)*

\_\_\_\_\_  
*(Printed Title of Above Signer)*

\_\_\_\_\_  
*(Date Signed)*

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*



TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**ACKNOWLEDGMENT OF ADDENDA** (If applicable)

I, \_\_\_\_\_, on this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_ hereby  
acknowledge receipt of any and all Addenda Notices hereby issued regarding this Bid #21-02 for  
Babe Zaharias Golf Course Pro Shop Renovation.

Addenda Numbers Received:

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

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

PRINTED NAME OF ABOVE: \_\_\_\_\_

TITLE OF ABOVE: \_\_\_\_\_

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

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF \_\_\_\_\_)

SS

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative \_\_\_\_\_

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 product identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_ **(NOTARY'S SEAL)**

---

---

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF \_\_\_\_\_)

SS

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

Signature of Company Representative \_\_\_\_\_

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 product identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_ **(NOTARY'S SEAL)**

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**ACKNOWLEDGMENT OF PRINCIPAL, IF CORPORATION**

(STATE OF \_\_\_\_\_)

(COUNTY OF \_\_\_\_\_)

(CITY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ of \_\_\_\_\_  
(Name and Title of Officer) (Name of Principal)

\_\_\_\_\_ corporation, on behalf of said corporation. He/She is  
(State of Corporation)

personally known to me or has produced \_\_\_\_\_ as identification.  
(Type of Identification)

He/She warrants that he/she is authorized by the Board of Directors of said corporation to execute the foregoing instrument.

Signature of company representative: \_\_\_\_\_

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print/Type: \_\_\_\_\_

SEAL

**LEGAL STATUS OF BIDDER**

This Proposal is submitted in the name of:

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

The undersigned hereby designated 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/she 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 \_\_\_\_\_, 20\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**BIDDER REFERENCES**

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.

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

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

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

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

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

Email: \_\_\_\_\_

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

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

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

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

Email: \_\_\_\_\_

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

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

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

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

Email: \_\_\_\_\_

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

Type of Identification and Number \_\_\_\_\_

Notary Public - State of \_\_\_\_\_ County of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**NOTARY SEAL:**

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**SWORN STATEMENT UNDER SECTION 105.08,**  
**TAMPA SPORTS AUTHORITY CODE ON DISCLOSURE OF RELATIONSHIPS**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Statement)

whose business address is: \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_).

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an "affiliate" as defined in Section 105.08, Tampa Sports Authority Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a TSA Commissioner or TSA employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Tampa Sports Authority Code, with any TSA Commissioner or TSA employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity, have the following relationships with a TSA Commissioner or TSA employee:



TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

Name of Affiliate  
or entity

Name of TSA Commissioner  
or employee

Relationship

---

---

---

\_\_\_\_\_  
(Signature)

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who is personally known to me or  
who has produced \_\_\_\_\_ as identification.

**NOTARY PUBLIC:**

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

Notary Public, State at large

My Commission Expires: \_\_\_\_\_

(SEAL)

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**  
**UNDER SECTION 287.087, FLORIDA STATUTES**

1. This statement is submitted with **Invitation to Bid #21-02, Babe Zaharias Golf Course Pro Shop Renovation.**
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service 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. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. 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 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 (A).
  - d. In the statement specified in subsection (A), 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, violation of Chapter 893 or of 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.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS COMPANY COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

BIDDER/PROPOSER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
 BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**TAMPA SPORTS AUTHORITY  
 E-VERIFY AFFIDAVIT**

Obligation for State-Funded Contracts:

Florida Statutes Sections 288.061 and 448.095 require all State of Florida agencies to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods and services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such contracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Fla. Stat. §§ 288.061 and 448.095(2), Tampa Sports Authority ("TSA") requires all vendors doing business with TSA who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements. To enroll in E-Verify, vendors should visit the E-Verify website at <http://www.e-verify.gov> and follow the instructions to register. The vendor must also retain the I-9 Forms for inspection, per usual.

By affixing your signature below, you hereby affirm that you will comply with the E-Verify system requirements.

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

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
-------------------------	--------------------------	----------------------

Name of Firm	Date
--------------	------

Address of Firm	State	Zip Code
-----------------	-------	----------

**Notary Public Information**

Notary Public - State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_ He or she is personally known to me \_\_\_\_ or has produced identification \_\_\_\_\_

Type of Identification Produced

Signature of Notary Public	Serial Number
----------------------------	---------------

Print or Stamp of Notary Public	Expiration Date	Notary Public Seal
---------------------------------	-----------------	--------------------

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**Bid Bond**

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

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

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

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

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

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

\_\_\_\_\_ (Principal) (SEAL)

\_\_\_\_\_ (Witness)

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

\_\_\_\_\_ (Witness)

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

\_\_\_\_\_ (Surety)

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

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**SERVICES/CONSULTING AGREEMENT**

---

Between

**Tampa Sports Authority**

(hereinafter referred to as "Authority")

Tampa Sports Authority

4201 North Dale Mabry Highway

Tampa Florida 33607

And

\_\_\_\_\_ (hereinafter referred to as "Consultant")

(address)

---

This Services/Consulting Agreement ("Agreement") shall be in effect as of \_\_\_\_\_, 20\_\_ ("Effective Date") and is for the performance of services relating to \_\_\_\_\_ (insert a very brief description of the work to be done (egg. "inspection of electrical connections", etc.)).

**RECITALS**

**WHEREAS**, Authority operates and manages Babe Zaharias Golf Course and related facilities in Tampa, Florida; and

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

**NOW, THEREFORE**, for good and valuable consideration, the adequacy of which both parties acknowledge, Consultant 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 Consultant, who is an independent contractor. Consultant **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 Consultant is free to perform similar services for other parties while under contract with the Authority so long as the requirements of this Agreement are satisfied.

**ARTICLE II. SCOPE OF SERVICES.**

1. **Services to be performed:** (Insert detailed description of work to be done)
2. **Controlling documents:** The terms of this Agreement and any Addenda hereto govern, in addition to any documents listed below:

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

- a. Specifications for TSA Bid/RFP # \_\_\_\_\_ titled \_\_\_\_\_  
(insert title of bid/proposal)
- b. Bid proposal and all accompanying documents submitted by \_\_\_\_\_  
(insert name of Consultant)
- c. In the event of a conflict or inconsistency between this Agreement and the documents listed under **Article II 2.a. and b.**, the terms and provisions of this Agreement shall prevail.
- d. Time is of the essence in the performance of this Agreement.

ARTICLE III. FEES/TERM.

- A. Fees: For such services, Authority agrees to pay to Consultant a fee of \$ \_\_\_\_\_ or insert pay table) for (insert minor description of work to be done/Bid title).

Consultant shall be responsible for all licenses, permits, costs and expenses he/she incurs in the performance of services under this Agreement, including all taxes and assessments resulting therefrom.

- B. Term: Unless terminated earlier under other provisions hereof, the term of this Agreement shall extend from the Effective Date until the \_\_\_\_\_, \_\_\_\_\_ 2021 or until both parties agree the work is completed and that the Agreement may be terminated. Upon the conclusion of the initial Term, Authority may, at its option, renew or extend this Agreement for \_\_\_\_\_ additional term(s) of \_\_\_\_\_ year(s) each. Otherwise, this Agreement may only be extended beyond the initial Term upon the written agreement of both parties.

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

ARTICLE V. INDEMNITY AND INSURANCE.

**1.** Indemnification

- (a). Consultant 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, volunteers, RJS Stadium – A Commercial Condominium, Hillsborough County 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 or any other claim related to Covid-19 or other infectious diseases 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 real or personal 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 Consultant;  
or
  - ii. The failure of Consultant to comply and conform with applicable laws; or

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

- iii. Any negligent act or omission of the Consultant, whether or not such negligence is claimed to be either solely that of the Consultant 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 Consultant.

- (b). The provisions of this section are independent of, and will not be limited by, any insurance required to be obtained by Consultant pursuant to this Agreement or otherwise obtained by Consultant and shall survive the expiration or earlier termination of this agreement. Nothing herein waives the provisions and/or limitation of Section 768.25 Florida Statutes.

2. Insurance

- (a). Consultant shall maintain insurance policies as required by the contract documents listed in the attached INSURANCE REQUIREMENTS as **EXHIBIT A**.

ARTICLE VI. EQUAL EMPLOYMENT/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 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 VII. 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 affected only through a written modification to this agreement.

ARTICLE VIII. ENTIRE AGREEMENT AND MODIFICATIONS. This Agreement constitutes the complete agreement of the parties, supersedes all prior agreements pertaining to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise between the parties not embodied in this instrument shall have any force or effect. No amendment or modification to this Agreement shall be valid unless in writing and signed by the Authority and the Consultant.

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

ARTICLE X. 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.

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

ARTICLE XI. 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 XII. 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, consultant 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 XIII. 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 XIV. CONTRACT NOT ASSIGNABLE. This Agreement may not be assigned by Consultant 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 Consultant 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.

ARTICLE XV. CONSULTANT'S DUTY UNDER PUBLIC RECORDS LAW.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@TAMPASPORTSAUTHORITY.COM, (813) 350-6515, or 4201 N. DALE MABRY HWY, TAMPA, FLORIDA 33607.

If Chapter 119.0701, Florida Statutes applies to Consultant, then Consultant shall comply with applicable public records laws and shall:

1. Keep and maintain public records required by the Authority to perform the service required under this Agreement.
2. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes, or as otherwise provided by law.



TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the consultant does not transfer the records to the Authority.

4. Upon completion of the Agreement, transfer, at no cost, to the Authority all public records in possession of the Consultant or keep and maintain public records required by the Authority to perform the service. If the Consultant transfers all public records to the Authority upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

5. A request to inspect or copy public records relating to this contract must be made directly to the Authority. If the Authority does not possess the requested records, it shall immediately notify Consultant of the request, and Consultant must provide the records to the Authority or allow the records to be inspected or copied within a reasonable time.

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

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

ARTICLE XVI. E-VERIFY COMPLIANCE

All terms defined in Fla. Stat. § 448.095 are adopted and incorporated into this agreement. Pursuant to Fla. Stat. §§ 288.061(6) and 448.095(2), Contractor shall enroll in and verify the work eligibility status of all of its newly hired employees using the E-Verify system, if it has not already done so as of the date of this Agreement. Contractor is further required to execute an affidavit in the form attached to this Agreement affirming that: (i) it is enrolled and is participating in the E-Verify system, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide Tampa Sports Authority with documentation that it has enrolled and is participating in the E-Verify system. This Agreement shall not take effect until such affidavit is signed by Contractor and delivered to Tampa Sports Authority's authorized representative.

Should Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) it has enrolled and is participating in the E-Verify system. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to Tampa Sports Authority within [number of days] of the effective date of the subcontract.

If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within [number of days] (the "Cure Period"). Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, Tampa Sports Authority has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply should the E-Verify system cease to exist.

TAMPA HILLSBOROUGH SPORTS AUTHORITY  
BABE ZAHARIAS PRO SHOP RENOVATION PROJECT

**TAMPA SPORTS AUTHORITY  
E-VERIFY AFFIDAVIT**

Obligation for State-Funded Contracts:

Florida Statutes Sections 288.061 and 448.095 require all State of Florida agencies to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods and services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such contracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Fla. Stat. §§ 288.061 and 448.095(2), Tampa Sports Authority ("TSA") requires all vendors doing business with TSA who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements. To enroll in E-Verify, vendors should visit the E-Verify website at <http://www.e-verify.gov> and follow the instructions to register. The vendor must also retain the I-9 Forms for inspection, per usual.

By affixing your signature on this contract below, you hereby affirm that you will comply with the E-Verify system requirements.

**EXHIBIT A**  
**TAMPA SPORTS AUTHORITY INSURANCE REQUIREMENTS**

---

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 and "A" rated by AM Best. **All Liability Policies shall provide that the Tampa Sports Authority, Babe Zaharias Golf Course, and the City of Tampa are additional insureds** but solely in accordance with and subject to the indemnification provisions set forth herein 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 The Authority 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 impairment(s) 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 or 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 "occurrence" form as opposed to the "claims made" 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:

**Tampa Sports Authority**  
**4201 N. Dale Mabry Hwy.**  
**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.

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

1. **Workers' Compensation and Employers' Liability** shall be maintained in force during the term of this Agreement for all employees of Licensee engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The Licensee shall provide proof of coverage which includes a waiver of subrogation in favor of the Authority. The amount of the Workers' Compensation and Employers' Liability Insurance shall not be less than:

<b>Florida Statutory Requirements:</b>	<b>\$500,000 Limit Each Accident</b>
	<b>\$500,000 Limit Disease Aggregate</b>
	<b>\$500,000 Limit Disease Each Employee</b>

Should the Licensee have reason to believe they are exempt or have questions related to Workers' Compensation Liability Insurance, they should visit the State of Florida's Division of Workers' Compensation website at:

<https://www.myfloridacfo.com/Division/wc/employer/Exemptions/default.htm>.

If the Licensee is eligible for an exemption, it must be applied for at address above. A copy of the Certificate must also be provided to the Authority.

2. **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:**

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence and Aggregate</b>
<b>\$1,000,000</b>	<b>Each occurrence and Aggregate for Liability under this Specific Agreement. The Aggregate limits shall be separately applicable to this specific engagement.</b>

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:**

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence</b>
--------------------	--

3. **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 engagement with limits of not less than:

**Bodily Injury & Property Damage Liability:**

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence</b>
--------------------	--

4. **Builders Risk Insurance** is acceptable to the Authority shall be purchased and maintained by the Licensee for the replacement cost value of the project with any sub limits 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 given. 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 Licensee, its subcontractors or their subcontractors shall be paid by the Licensee. 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 engagement. The Builders Risk insurance company/companies shall endorse the policy waiving its rights of subrogation against the Authority, Licensee, Licensee's subcontractors and their subcontractors and subordinate subcontractors.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement at Tampa, Florida on the dates indicated below.

**TAMPA SPORTS AUTHORITY**

\_\_\_\_\_  
ERIC HART  
President/CEO

DATE: \_\_\_\_\_

\_\_\_\_\_  
MICKEY FARRELL  
Sr. Vice President of Stadium Operations

DATE: \_\_\_\_\_

*Approved as to form and legal sufficiency:*

\_\_\_\_\_  
General Counsel, Tampa Sports Authority

DATE \_\_\_\_\_

**INSERT CONTRACTOR NAME HERE**

**SAMPLE ONLY...DO NOT SIGN**

\_\_\_\_\_  
(legally authorized officer, director or agent)

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

\_\_\_\_\_  
DATE: \_\_\_\_\_

**STATEMENT OF NO BID**

**Bid Number:**    21-02

**Title:**            Babe Zaharias Golf Course Pro Shop Renovation

**IMPORTANT NOTICE TO VENDORS:** If you do not intend to submit a bid/proposal and wish to continue to receive notice of Tampa Sports Authority procurements, please return this "Statement of No Bid" via fax, email, or U.S. Mail on the day of or prior to the bid opening.

If you elect not to submit a bid/proposal, please indicate the reason below and either  
Email this form to: [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com) OR  
Fax this form to: 813-350-6611 OR  
Mail this for to the address above.

- We do not offer this product/service or an equivalent;
- Our schedule would not permit us to perform;
- Insufficient time to respond to solicitation;
- Unable to meet specifications;
- Specifications not clear;
- Unable to meet bond and/or insurance requirements;
- Specifications "too tight"/restrictive (i.e., geared to a specific brand or manufacturer);
- Sub-Contractor (submitted bid to General Contractor);
- Other (please 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.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME (PRINTED): \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
FEDERAL TAX ID#: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BID CHECKLIST**  
**(Not a mandatory form)**

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

- General Terms and Provisions Acknowledgment “Proposer’s Signature” – Page 14
- Invitation to Bid Proposal Form – Page 59
- Guarantee of Bid Proposal – Page 60
- Acknowledgment of Addenda (If applicable) – Page 61
- Acknowledgment of Bidder (If a Corporation, Partnership or Individual) – Page 62
- Acknowledgment of Principal, If Corporation – Page 63
- Legal Status of Bidder – Page 64
- Bidder Reference Form – Page 65
- Sworn Statement – Public Entity Crimes – Page 66-67
- Sworn Statement – Disclosure of Relationships – Page 68-69
- Drug-Free Workplace Acknowledgment – Page 70
- E-Verify Affidavit – Page 71
- Bid Bond Form – Page 72
- Statement of No Bid (Complete this form only if not submitting a bid) – Page 83
- Bid Checklist (Not a mandatory form) – Page 84

---

*I acknowledge by my signature above that all the above forms  
(if applicable) have been included in my bid to the Authority.*

---

*Date:*



## **DRAWINGS**

**Download at <https://www.tampasportsauthority.com/procurement-services>**