

**GOVERNING BOARD** 

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Thomas Scott

# TSA SPECIAL BOARD MEETING AGENDA

4201 N. Dale Mabry Hwy 12:00 PM October 25, 2016

Welcome to a meeting with the Tampa Sports Authority. Your participation is appreciated. All meeting are open to the public and are generally held once a month.

WHEN ADDRESSING THE BOARD, please state your name and address and speak clearly. If distributing additional backup materials, please have sufficient copies to include the Eleven (11) Board Members, the President/CEO, Staff and two copies for the Clerk (17 copies).

**PUBLIC COMMENT:** The Board has set aside a 15 minute period for Audience Comments. At its discretion, the Board may again hear Audience Comments during discussion of any agenda item. Audience comments shall be limited to 3 minutes per individual but the Chair may at its discretion, shorten or lengthen the time allowed. People wishing to speak before the Board during the Audience Comments portion of the meeting should complete the Request for Public Comment card located at the sign-up table inside the Boardroom. If your presentation to the Board will include any audio-visual components, such as videotape or Power Point, they must be turned into the Aide to the Board no later than 24 hours before the scheduled presentation. Call the Aide to the Board at 350-6515 to make arrangements for any audio-visual presentation.

**Notices:** In accordance with Florida Statue 286.0105, provides that if any person who decides to appeal any decision of the Tampa Sports Authority with respect to any matter considered at this public meeting will need a record of the proceedings and that, for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

Pursuant to provisions of the American with Disabilities Act, any person requiring special accommodations to participate in this

meeting is asked to contact TSA at (813) 350-6515 or email jhosey@tampasportsauthority.com at least seven days prior to the meeting.

#### ALL CELLULAR PHONES DEVICES MUST BE TURNED OFF WHILE IN THE BOARDROOM.

I.	Call	to C	Order	and	Roll	Call
I.	vali	$\omega \sim$	JIUEI	anu	IVUII	vali

- II. Welcome and Introduction
- III. Approval of Minutes
- IV. Public Comment
- V. Consent Items for Approval
- VI. General Counsel
- VII. Committee Reports
- VIII. Staff Reports
- IX. TSA Meeting Schedule
- X. Old Business

#### XI. New Business

- Public Hearing of the Committee of the whole of the Tampa Sports Authority on Resolution Finding Public Purpose of Stadium Renovations
- 2. Resolution # 2016-04 finding a public purpose of Stadium Request for Approval Renovations
- 3. Agreement on State Sales Tax Rebate for BSLLC/Stadium Request for Approval Renovations
- 4. New York Yankeee Facility Renovation Agreement Extension Request for Approval and Amendment
- 5. Addendum to GMS Field License Agreement Request for Approval
- Amendments to the Licensee Fee Schedules for both GMS Request for Approval Field and Himes Player Development Complex License Agreements
- 7. Sports Development Program Agreement with Department of Economic Opportunity relating to New York Yankees
- 8. Any other business deemed necessary and relating to items Request for Approval 1-7

#### XII. Adjournment

#### TAMPA SPORTS AUTHORITY

#### □ Print

Meeting Date:

Title: Public Hearing of the Committee of the whole of the Tampa

Sports Authority on Resolution Finding Public Purpose of

Stadium Renovations

Summary: Staff is requesting the Committee of the Whole hold a public

hearing related the Buccaneers performing additional improvements to Raymond James Stadium and those

improvements serve a public purpose.

#### Background:

ATTACHMENTS:						
Name:	Description:	Type:				
Meeting Notice - Special Board Meeting 10-251- 16.pdf	Special Board Meeting Notice	Cover Memo				
AD PROOF - SPECIAL BOARD MEETING.pdf	Special Board Meeting Notice - Ad Proof	Cover Memo				
Notice of Public Hearing - 10- 25-16.pdf	Notice of Public Hearing	Cover Memo				
AD PROOF - NOTICE OF PUBLIC HEARING.pdf	Notice of Public Hearing - Ad Proof	Cover Memo				

## **MEETING NOTICE**

#### THE TAMPA SPORTS AUTHORITY

WILL HOLD A

SPECIAL BOARD MEETING

ON

**TUESDAY, OCTOBER 25, 2016** 

AT

12:00 P.M.

in the executive offices of The Tampa Sports Authority Raymond James Stadium 4201 North Dale Mabry Highway Tampa, FL 33607

#### TO CONSIDER THE FOLLOWING:

- 1. Public Hearing on Resolution finding public purpose of Stadium Renovations.
- 2. Approval of Resolution 2016-04 finding a public purpose of Stadium Renovations.
- 3. Approval of Agreement on State Sales Tax Rebate for BSLP/Stadium Renovations.
- 4. Approval of New York Yankees Facility Renovation Agreement Extension and Amendment.
- 5. Approval of Addendum to GMS Field License Agreement.
- 6. Approval of Amendments to Licensee Fee Schedules for both GMS Field and Himes Complex License Agreements.
- 7. Approval of Sports Development Program Agreement with Department of Economic Opportunity relating to New York Yankees.
- 8. Any other business deemed necessary and relating to items 1-7.

Notices: In accordance with Florida Statue 286.0105, provides that if any person who decides to appeal any decision of the Tampa Sports Authority with respect to any matter considered at this public meeting will need a record of the proceedings and that, for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

Pursuant to provisions of the American with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to contact TSA at (813) 350-6515 or email <a href="mailto:jhosey@tampasportsauthority.com">jhosey@tampasportsauthority.com</a> at least seven days prior to the meeting.

Eric D. Hart, President/CEO



## **Ad Proof**

## -Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully if changes are needed.

> please contact us prior to deadline at or email at jharrison@tampabay.com.

10/10/16 Date:

Account #: 105623

TAMPA SPORTS Company:

**AUTHORITY** 

Contact: **DELTECIA JONES** 

4201 N DALE MABRY Address:

**HWY** 

TAMPA, FL

33607

Telephone: (813) 350-6510

> (813) 350-6611 Fax:

Email: Djones@TampaSportsAuthority.com

Ad ID: 369104

Start: 10/16/16 Stop: 10/16/16

Total Cost: \$563.00 Billed Lines: 102.0 Total Depth: 4.6

# of Inserts:

Phone #

Email: jharrison@tampabay.com

Publications:

Tampa Bay Times TampaBay.com

Zones or Sections:

Baylink Hillsborough

Classification:

Legal

#### **MEETING NOTICE**

THE TAMPA SPORTS AUTHORITY

WILL HOLD A

SPECIAL BOARD MEETING

**TUESDAY, OCTOBER 25, 2016** 

12:00 P.M.

in the executive offices of The Tampa Sports Authority Raymond James Stadium 4201 North Dale Mabry Highway Tampa, FL 33607

#### TO CONSIDER THE FOLLOWING:

- Public Hearing on Resolution finding public purpose of Stadium
- Renovations. Approval of Resolution 2016-04 finding a public purpose of Stadium
- Approval of Agreement on State Sales Tax Rebate for BSLP/Stadium
- Renovations.

  Approval of New York Yankees Facility Renovation Agreement Extension and
- Approval of New York fainces facility kenovation agreement extension and Amendment.

  Approval of Addendum to GMS Field License Agreement.

  Approval of Amendments to Licensee Fee Schedules for both GMS Field and Himes Complex License Agreements.

  Approval of Sports Development Program Agreement with Department of Economic Opportunity relating to New York Yankees.

  Any other business deemed necessary and relating to items 1-6.

Notices: In accordance with Florida Statue 286.0105, provides that if any person who decides to appeal any decision of the Tampa Sports Authority with respect to any matter considered at this public meeting will need a record of the proceedings and that, for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

prior to the meeting.

(369104)

Eric D. Hart, President/CEO 10/16/2016

#### **NOTICE OF PUBLIC HEARING**

The Tampa Sports Authority will hold a public hearing on Tuesday, October 25, 2016 at 12:00 p.m., or as soon thereafter as may be heard, at the Tampa Sports Authority executive offices located at Raymond James Stadium, 4201 North Dale Mabry Highway, Tampa, Florida 33607 to hear public comments and testimony regarding the following:

#### **Resolution No. 2016-04:**

A RESOLUTION RELATING TO THE CONSTRUCTION AND FINANCING OF A CAPITAL IMPROVEMENT PROJECT AT RAYMOND JAMES STADIUM IN TAMPA, FLORIDA, MEETING REQUIREMENTS OF SECTION 288.11625 FLORIDA STATUTES RELATING TO AN APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR SALES TAX REBATES, MAKING CERTAIN FINDINGS, DETERMINING THAT THE CAPITAL IMPROVEMENT PROJECT SERVES A PUBLIC PURPOSE, PROVIDING AN EFFECTIVE DATE.

After taking public comment, evidence and testimony, the hearing panel shall vote upon a motion or motions for the purpose of making recommendations to the Board of Directors at its duly called meeting on same date.

A copy of Resolution 2016-04 and the Agreement on Sales Tax Rebates referred to therein may be accessed at http://www.tampasportsauthority.com/special-meetings-public-hearings-docs, or by request to Janice Hosey at jhosey@tampasportsauthority.com. All written comments and objections directed toward the foregoing matter should be filed with Tampa Sports Authority at 4201 N. Dale Mabry Highway, Tampa, Florida 33607 or emailed to jhosey@tampasportsauthority.com by 12:00 noon on Friday, October 21, 2016. Oral comments and objections may be presented at the hearing.

In accordance with the federal Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities requiring reasonable accommodations to participate in this hearing should call (813) 350-6500 or fax (813) 673-4308 not later than 12:00 noon on Friday, October 21, 2016 to arrange for said accommodations.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION OF THE TAMPA SPORTS AUTHORITY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO HIRE A COURT REPORTER TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

By:

Eric D. Hart, President/CEO Tampa Sports Authority

# Tampa Bay Times tampabay.com

## -Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully if changes are needed, please contact us prior to deadline at or email at jharrison@tampabay.com.

Date:

10/06/16

Account #:

105623

Company Name: TAMPA SPORTS

AUTHORITY

Contact:

**DELTECIA JONES** 

Address:

4201 N DALE MABRY HWY

TAMPA, FL

33607

Telephone:

(813) 350-6510

Fax: (813) 350-6611

Email: Djones@TampaSportsAuthor-

ity.com

Ad ID: 369087

Start: 10/09/16

Stop: 10/09/16

Total Cost: Billed Lines:

\$480.50 87.0

Phone #

Email: iharrison@tampabay.com

Publications:

Tampa Bay Times

TampaBav.com

Zones or Sections: Baylink Hillsborough

Classification: Legal

## Ad Proof

Enlarged

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COURT REPORTER TO ENSURE THAT
A VERBATIM RECORD OF THE
PROCEEDINGS IS MADE, WHICH RECORD
INCLUDES THE TESTIMONY AND
EVIDENCE UPON WHICH THE APPEAL IS
TO BE BASED TO BE BASED.

Eric D. Hart, President/CEO Tampa Sports Authority (369087)10/16, 10/23/2016

#### TAMPA SPORTS AUTHORITY

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Meeting Date:

Title: Resolution # 2016-04 finding a public purpose of Stadium

Renovations

Summary: Staff is requesting the Committee of the Whole approval of

Resolution # 2016-04 stating that additional improvements to

Raymond James Stadium serve a public purpose.

Background:

ATTACHMENTS:		
Name:	Description:	Type:
FINAL_TSA_Bucs_Public_Purpose_RESOLUTION_10-5-16_(name_change).pdf	Resolution #2016-04	Cover Memo

#### **RESOLUTION NO. 2016-04**

A RESOLUTION RELATING TO THE CONSTRUCTION AND FINANCING OF **IMPROVEMENT PROJECT** AT **CAPITAL RAYMOND JAMES STADIUM** IN TAMPA, **MEETING REQUIREMENTS** FLORIDA, **OF** SECTION 288.11625 **FLORIDA STATUTES** RELATING TO AN APPLICATION TO THE **FLORIDA** DEPARTMENT **OF ECONOMIC** OPPORTUNITY FOR SALES TAX REBATES, MAKING CERTAIN FINDINGS, DETERMINING THAT THE CAPITAL IMPROVEMENT PROJECT SERVES A PUBLIC PURPOSE, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tampa Sports Authority ("TSA" or "Authority"), Buccaneers Stadium LLC, formerly known as Buccaneers Football Stadium Limited Partnership ("BSLLC"), the City of Tampa ("City") and Hillsborough County ("County") are parties to a Stadium Agreement dated August 28, 1996 (the "1996 Stadium Agreement") which grants BSLLC a license to use Raymond James Stadium in Tampa, Florida (the "Stadium") which is owned by the County and operated by TSA; and

WHEREAS, pursuant to the 1996 Stadium Agreement, TSA has the right to perform or cause to be performed capital repairs and capital improvements, alterations or additions to the Stadium, and certain obligations relating to maintenance and repair of the Stadium; and

**WHEREAS**, pursuant to the 1996 Stadium Agreement, BSLLC has certain rights to perform or cause to be performed permanent changes, alterations or additions to the Stadium; and

WHEREAS, the Stadium is approaching its 20th anniversary of construction and is in need of substantial renovations in order to remain competitive in recruiting and hosting top tier sporting events such as the NFL Super Bowl, the annual NCAA Outback Bowl, and the forthcoming 2017 College Football Playoff National Championship Game, as well as top tier entertainment acts and events such as Beyoncé, One Direction, Taylor Swift, Kenny Chesney, and Monster Jam. As a result, both TSA and BSLLC desire to make improvements to the Stadium; and

WHEREAS, as of December 16, 2015, TSA, BSLLC, the County and the City entered into a Stadium Renovation Agreement providing for the design, construction and financing of certain improvements to the Stadium (defined in the Stadium Renovation Agreement as "Stadium Improvements") which Agreement was specifically approved by the TSA Board of Directors under Resolution No. 2015-4; and

WHEREAS, the Stadium Renovation Agreement requires BSLLC to provide funding for and cause the completion of the Stadium Improvements by double matching TSA's contributions, and by paying for any cost overruns of the Stadium Improvements; and

WHEREAS, BSLLC desires to make additional improvements to the Stadium at its sole expense, which are in addition to the Stadium Improvements (the "Additional Improvements"); and

WHEREAS, BSLLC desires to serve as the Applicant for a Florida Sports Development Program Application (the "Application") to the Florida Department of Economic Opportunity ("DEO") for sales tax rebates pursuant to Section 288.11625, Florida Statutes; and

**WHEREAS**, the Application requires a resolution, adopted after public hearing by the TSA Board, declaring that the project including the Stadium Improvements and the Additional Improvements described in <u>Exhibit A</u> to this Resolution (collectively, the "Project") serves a public purpose; and

WHEREAS, TSA and BSLLC have entered into a separate Agreement on Sales Tax Rebates, establishing terms and conditions relating to the Application, the use of any funds received pursuant to the Application and other obligations and rights of the parties relating thereto, said Agreement having been separately approved by this Board; and

**WHEREAS**, TSA has this date held a public hearing, duly noticed and conducted, for the purpose of considering this Resolution; and

**WHEREAS,** the Project will further the purposes of the Authority, is necessary, will provide significant benefits to the citizens of the County and the City and will thus serve a public purpose;

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TAMPA SPORTS AUTHORITY:

- Section 1. The foregoing recitations are adopted as findings of this Board.
- Section 2. TSA does hereby resolve to support the Application of BSLLC and does further resolve that the Project will further the purposes of the Authority,

is necessary, will provide significant benefits to the citizens of the County and the City and will thus serve a public purpose.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE TAMPA SPORTS AUTHORITY ON OCTOBER 25, 2016.

\_\_\_\_\_

Tony Muniz Secretary/Treasurer Tampa Sports Authority

Approved as to form and legality

Steven A. Anderson, General Counsel

10-4-16

#### **EXHIBIT A TO TSA RESOLUTION 2016-4**

Improvement Costs		Additional*		Schedule 1 Stadium Improvements	-1-3	Schedule 2 Stadium Improvements	-	Schedule 2 Additional* approvements	<del>-</del> %	Total
Bid Package 7: Luxury Suites - Complete remodel of 104 existing suites and pantries and prior year improvements	\$	2,196,392		16,435,310		2,250,000		iprovements	S	20,881,701
Bid Package 8: Video/Sound - New scoreboards, ribbon boards, sound system, televisions, etc.	s	-	s	29,083,038		-	s		9	29,083,038
Bid Package 9: Hall of Fame Clubs - Construction of two new super suite areas	s	-	s	8,862,583	1038	_	s	_	s	8,862,583
Bid Packages 12 and 29: Natural gas line and terrace improvements	s	-	s	645,387		_	s	_	Š	645.387
Bid Package 14: Electrical/infrastructure	s	-	s	3,254,863		10,000,000	s		\$	13,254,863
Bid Package 16: Control Room - New Audio/Video Control and Rack Room (including cameras, broadcast,	s	120	s	-	\$	-	s	_	s	10,204,003
scoreboard and audio equipment)	s	-	s	7,017,466	\$		s	_	\$	7,017,466
Bid Package 23: Corner Video Panels - boards, structure, framing, electrical, etc.	s	=	s	4,106,486		_	s	_	\$	4,106,486
Concessions and concourse improvements	\$	7,989,137	s	-	\$	6,500,000	s	_	s	14,489,137
West and East Club improvements	\$	-	s	92	\$	16,500,000		_	s	16,500,000
Team store and press box improvements	s		s	-	\$	3,250,000		_	s	3,250,000
East galley Up-Fit	s	23	s	-	\$	1,750,000		_	s	1,750,000
New lockerroom	\$		s	_	\$	3,500,000		_	s	3,500,000
Existing lockerroom improvements	\$	-	s	_	\$	-	S	500,000	s	500,000
Other (signage, contingency, etc.)	\$	_	s	726,748	\$	1,200,000	s	-	s	1,926,748
WiFi Upgrades	\$	_	s	-	\$	-	s	350,000	•	350,000
Pirate Ship Refurbishments	\$	_	s	_	\$	_	s	500,000		500,000
Parking Lot Signage	\$	_	\$	_	\$	_	S	250,000		250,000
Magnetometers	\$	_	\$	_	\$	_	S	684,000		684,000
TSA design review, administrative and legal fees up to \$1.371 million allowance	\$	-	\$	778,105	\$	592,895	\$	-	s	1,371,000
Architectural design, professional services and related	\$	5,977,294	\$	2,739,216		1,138,090			s	9,854,600
Interest, insurance, financing costs, etc.	\$		\$	1,840,628		533,842		-	S	2,374,470
	\$	16,162,823	\$	75,489,830	\$	47,214,827		2,284,000	\$	141,151,479

(1)

(2)

(3)

(4)

Please note that the above numbers are estimates that have been based in large part upon a project distribution summary that was prepared by the general contractor. Final costs are not known at this time, but they will likely vary from the above estimates in aggregate and on a project by project basis. Certain bid packages also include third party costs that relate to the same base improvement project (furniture, televisions, cameras, etc.).

<sup>\*</sup> Items under columns 1 and 4 are "Additional Improvements" which are separate and apart from and in addition to the "Stadium Improvements," although the "Additional Improvements" under column 4 will be completed concurrently with Schedule 2 "Stadium Improvements."

#### TAMPA SPORTS AUTHORITY

#### □ Print

Meeting Date:

Agreement on State Sales Tax Rebate for BSLLC/Stadium Title:

Renovations

Summary: The attached Agreement of Sales Tax Rebate is the agreement

that provides the contractual obligations of BSLLC related to the

team serving as the applicant for the State Sales Tax Rebate program. Authority Staff and Hillsborough County

Administration worked with the team to develop this agreement.

Staff is recommending the approval of the attached Sales Tax Rebate Agreement to allow the Buccaneers to serve as the

applicant for the state rebate program.

Background:

ATTACHMENTS:		
Name:	Description:	Type:
<u>Agreement on Sales Tax Rebates - 16OCT11.pdf</u>	Agreement of State Sales Tax Rebate	Cover Memo
2016 Sales Tax Application (DRAFT) (1 of 2).pdf	Buccaneers Sales Tax Application (Draft) - Part 1	Cover Memo
2016_Sales_Tax_Application_(DRAFT)_(2_of_2).pdf	Bucaneers Sales Tax Application (Draft) - Part 2	Cover Memo

#### AGREEMENT ON SALES TAX REBATES

This Agreement on Sales Tax Rebates ("Agreement") is entered into as of the day of
, 2016 (the "Effective Date"), by and between the Tampa Sports Authority, a
body politic and an independent special district under the laws of the State of Florida (the "TSA")
and Buccaneers Stadium LLC, a Delaware limited liability company, formerly known as
Buccaneers Football Stadium Limited Partnership ("BSLLC"). The foregoing entities are
sometimes collectively referred to as (the "Parties").

WHEREAS, the TSA and BSLLC are parties to a Stadium Agreement dated August 28, 1996 (the "Stadium Agreement") which grants BSLLC a license to use Raymond James Stadium in Tampa, Florida (the "Stadium"); and

WHEREAS, on or about December 17, 2015, the Parties, along with Hillsborough County (the "County") and the City of Tampa (the "City"), entered into a Stadium Renovation Agreement (the "Stadium Renovation Agreement") with respect to certain improvements to the Stadium as described in the Stadium Renovation Agreement (the "Stadium Improvements") which Stadium Renovation Agreement was specifically approved by the TSA Board of Directors under Resolution No. 2015-4; and

WHEREAS, the Stadium Renovation Agreement requires BSLLC to provide funding for and cause the completion of the Stadium Improvements by double matching TSA's contribution of \$28,833,975 and paying for any cost overruns of the Stadium Improvements; and

WHEREAS, BSLLC has made and desires to make additional improvements to the Stadium as described in Exhibit 1 to this Agreement at its sole expense, which are separate and apart from and in addition to the Stadium Improvements (the "Additional Improvements"); and

WHEREAS, BSLLC desires to serve as the Applicant for a Florida Sports Development Program Application (the "Application") to the Florida Department of Economic Opportunity ("DEO") for sales tax rebates pursuant to Section 288.11625, Florida Statutes; and

WHEREAS, any sales tax rebates received by BSLLC from the State of Florida as a result of the Application shall be used solely to reimburse BSLLC for Additional Improvements as described in Exhibit 1; and

WHEREAS, the Application requires a resolution, adopted after public hearing by the TSA Board, declaring that the Additional Improvements together with the Stadium Improvements serve a public purpose.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. <u>Incorporation of Recitals.</u> The recitals above are true and accurate and are incorporated herein as material parts of this Agreement.

#### 2. Florida Sports Development Program Sales Tax Rebates Application.

- (a) <u>Preparation of the Application.</u> BSLLC shall, at its expense, prepare the Application in accordance with Section 288.11625, Florida Statutes and other applicable laws and requirements of DEO, and shall be responsible for the content of the Application and the accuracy thereof. TSA shall assist BSLLC in the preparation of the Application by providing information within its possession and control as may be reasonably requested by BSLLC. TSA shall review and provide comment on the Application, and TSA's approval of the Application is a condition precedent to submission to the State as provided in subsection 2(b) and 2(c) below.
- (b) <u>Support for the Application</u>. Upon execution of this Agreement, and subject to the fulfillment by BSLLC of its duties hereunder, TSA staff shall submit and recommend passage to the TSA Board of a resolution, declaring that the Additional Improvements together with the Stadium Improvements serve a public purpose (the "Resolution"). Upon approval of the Resolution, BSLLC shall be responsible for submitting and promoting the Application with the State of Florida, and, upon reasonable request, TSA shall provide assistance in said promotion by BSLLC, including assistance in the presentation of the Application to DEO.

- (c) <u>Filing of the Application</u>. Upon passage of the Resolution, and subject to approval by TSA, BSLLC shall submit the Application to DEO in accordance with Section 288.11625, Florida Statutes. Any proceeds received by BSLLC from the State of Florida pursuant to the Application shall be used solely to reimburse BSLLC for Additional Improvements as described in Exhibit 1.
- (d) Applicability of Baseline Standard. BSLLC understands that the baseline for the calculation of average annual new incremental state sales taxes generated by sales at the Stadium is Two Million Dollars (\$2,000,000) (the "Baseline") for purposes of Section 288.11625(6)(b)(3), Florida Statutes. Accordingly, BSLLC shall include a Baseline of Two Million Dollars (\$2,000,000) in the Application. If at any time during the evaluation of the Application, approval or post approval process, DEO makes a written determination that the Baseline is not Two Million Dollars (\$2,000,000), and such determination is final and non appealable, BSLLC shall meet with the TSA within thirty (30) days of DEO's written determination in an effort to mutually agree upon an amendment to the Application. In the event TSA and BSLLC do not reach a written agreement on an amended Application within said thirty (30) days, BSLLC shall promptly withdraw its Application from the State, whereupon this Agreement shall terminate automatically.
- (e) <u>Compliance with Section 288.11625(7)(e)2, F.S.</u> BSLLC shall opt to exercise the conduct and reporting requirements of Section 288.11625(7)(e)2, Florida Statutes. In connection therewith, BSLLC shall promptly provide TSA with a copy of all reports, studies, amendments to the Application, new agreements and filings with DEO which relate to or arise from the Application and from operations resulting therefrom and shall also provide to TSA a copy of all notices, replies, determinations and findings, said copies to be provided expeditiously by BSLLC.
- (f) Approval of Agreement with State. BSLLC shall obtain TSA's prior written approval of any written agreement, including any amendments thereto, between BSLLC and DEO or any other agency of the State resulting from or relating to the Application, certification or funding (collectively, the "State Agreement"), which approval shall not be unreasonably withheld or delayed. At a minimum, the State Agreement shall provide that only BSLLC shall be required to reimburse funds to the State of Florida under the specific Application

referenced herein due to any reason, including shortfalls in the new incremental sales tax increases as described in Section 288.11625, Florida Statutes.

- TSA from and against any and all losses, liabilities, costs, penalties, expenses, damages, claims, demands, actions, suits, judgments and other obligations, including without limitation, reasonable attorneys' fees, expenses and court costs at an administrative level, administrative hearings, trial and other appellate levels (collectively the "Claw Back Consequences"), arising from or relating to the Application referenced herein, Section 288.11625, Florida Statutes or any of its subparts. In the event BSLLC fails to fully abide by this provision, TSA shall have all remedies at law and equity, including but not limited to, the right of set off of any claims, debts or sums due from TSA to BSLLC. BSLLC shall not cause or allow any lien under Section 288.11625, Florida Statutes to be placed upon any property owned by either the TSA or the County, including the Stadium or the real property upon which it is located, and, should such lien be filed, shall immediately cause such lien to be discharged, satisfied or removed to substitute collateral acceptable to TSA, County and State.
- 2. <u>Current Sales Tax Generated</u>. A spreadsheet prepared by BSLLC, showing a three (3) year summary of sales taxes generated at the Stadium, is attached hereto as <u>Exhibit 2</u>.
- 3. <u>No Modification</u>. The Parties do not intend for this document to in any way modify or change the obligations of any of the parties under the Stadium Agreement, the Stadium Renovation Agreement, or any other prior written agreement signed by TSA and BSLLC.
- 4. <u>County and City as Third Party Beneficiaries</u>. The County and the City are intended third party beneficiaries of this Agreement. The County and the City shall have standing in any action at law or equity, in court or in arbitration, relating to and/or to seek and/or compel performance of the obligations imposed herein.
- 5. <u>Designation of Affiliate</u>. The Parties agree that BSLLC has the right to designate an affiliated entity to administer the design and construction obligations assumed by BSLLC under the terms of this Agreement. Should BSLLC exercise said right, it shall provide the TSA, the City

and the County with authorization to deal directly with said affiliate as well as specific contact persons and full contact information, whereupon any communication by the TSA, the City or the County with said entity shall be deemed to be communication with BSLLC for purposes of this Agreement. However, such designation shall not alter BSLLC's obligations under this Agreement.

6. Governing Law and Dispute Resolution. This Agreement shall be governed and enforced in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be resolved by a court of appropriate jurisdiction in Hillsborough County, Florida.

IN WITNESS WHEREOF, the Parties hereto have signed and dated this Agreement as of the day and year first above written.

Bv:

TAMPA SPORTS AUTHORITY, a body politic and an independent special district under the laws of the State of Florida

BUCCANEERS STADIUM LLC, a Delaware limited liability company

Approved as to Form and Legality As to Tampa Sports Authority

Steven A. Anderson, General Counsel

Name: Brian A. Ford

Title: Chief Operating Officer and

Authorized Agent

#### **EXHIBIT 1 TO AGREEMENT ON SALES TAX REBATES**

		Additional		
Improvement Costs	Im	<b>Improvements</b>		
Luxury suite improvements - 2012-2015	\$	2,196,392		
Concessions and related improvements - 2012-2015	\$	7,989,137		
Architectural design, professional services and related - 2012-2015	\$	5,977,294		
Existing locker room improvements - 2017	\$	500,000		
WiFi Upgrades - 2017	\$	350,000		
Pirate Ship Refurbishments - 2017	\$	500,000		
Parking Lot Signage - 2017	\$	250,000		
Magnetometers - 2017	\$	684,000		
TSA expenses in excess of original \$1.371 million allowance	\$	527		
	\$	18,446,823		

Please note that the 2017 amounts are estimates. Additionally, the 2014 improvements were funded by Buccaneers Limited Partnership rather than Buccaneers Football Stadium Limited Partnership

Sales Taxes Generated by Operations at Raymond James Stadium Summary 1/5/2016

	6/1/12-5/31/13		6/1/13-5/31/14		6,	6/1/14-5/31/15	
Total	\$	6,377,146	\$	6,271,712	\$	6,239,331	

Note - The totals for each year include \$245,000 paid related to Stadium Agreement sales taxes assessed. These totals include taxes generated by stadium concessionaires, merchandisers, parking management companies, promoters, the Tampa Sports Authority and the Tampa Bay Buccaneers and its affiliates.

# **Section 1**

#### October 27, 2016

Ms. Cissy Proctor
Director, Strategic Business Development
Florida Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399

Re: Raymond James Stadium – Tampa, Florida

Dear Ms. Proctor:

Buccaneers Stadium LLC, formerly known as Buccaneers Football Stadium Limited Partnership (the "Buccaneers"), appreciate the opportunity to submit the attached Sports Development Program Application to the Florida Department of Economic Opportunity. The project covers improvements to Raymond James Stadium in Tampa, Florida (the "Stadium").

The Buccaneers are available to answer any questions you may have regarding these exciting improvements and their positive impact on the state of Florida and our community.

Respectfully submitted,

BUCCANEERS STADIUM LLC, Formerly known as BUCCANEERS FOOTBALL STADIUM LIMITED PARTNERSHIP

By:\_\_\_\_\_ Brian A. Ford, Chief Operating Officer and Authorized Agent

# **Application**



# FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

Application Number/ Date Received

(DEO Use Only)

#### **Sports Development Program Application**

Pursuant to s. 288.11625(1), F.S., the Department of Economic Opportunity (DEO) is to serve as the state agency responsible for screening Applicants for state funding for the public purpose of constructing, reconstructing, renovating, or improving a sports facility. The Application Period is June 1 through close of business November 1 of each year. An Application must be submitted during the Application Period.

An entity applying for funding must submit two hard copies and three copies on digital media of its completed Application and all supporting documents to the following address: 107 East Madison Street, Mail Station 80, Caldwell Building, Tallahassee, Florida 32399; Phone: (850) 717-8960.

A complete Application shall contain the information required by this form. The Application must be divided into three numbered sections and subsections: <u>Section One</u>—a completed copy of this Application; <u>Section Two</u>—the information required by Section B of this Application, with labeled subsections for each requirement listed; and <u>Section Three</u>—the information required by Section C of this Application. A submitting entity will be notified of incomplete or missing information before a final review of the Application is performed.

#### SECTION A – SUBMITTING ENTITY INFORMATION

Legal Name of the Submitting Entity: Buccaneers Stadium LLC, formerly known as Buccaneers Football

FL (State)	33607 (Zip Code)	
		·
(Physical Address)	·	<u> </u>
(State)	(Zip Code)	
	aneers.nfl.com_	
	(State)  (Physical Address)	(State) (Zip Code)

(9-digit number)

# An Applicant (As defined in s. 288.11625(2)(b), F.S) A Beneficiary (As defined in s. 288.11625(2)(c), F.S) Applying under s. 288.11625(11), F.S.

Please note: All entities applying for funding under s. 288.11625, F.S., must complete all sections of this Application and provide all required supporting documentation.

#### SECTION B - APPLICATION DOCUMENTATION

Section Two of the Application must contain the following information with labeled subsections for each requirement listed below. Pursuant to s. 288.11625(5), F.S., DEO must verify the following:

- Documentation evidencing that the Applicant or Beneficiary is responsible for the construction, reconstruction, renovation, or improvement of a facility and obtained at least three bids for the project. Include a list and original documentation evidencing each bid and the total project cost.
  - See Exhibit B-1 which discusses the bids and contains the Stadium Renovation Agreement dated December 16, 2015 between BSLLC, the Tampa Sports Authority, Hillsborough County and the City of Tampa.
- 2. If the Applicant is not a unit of local government, legal documentation that a unit of local government holds title to the property on which the facility is, or will be, located.

See Exhibit B-2

Check all that apply:

If the Applicant is a unit of local government in whose jurisdiction the facility is, or will be, located, a
copy of the unit of local government's exclusive intent agreement to negotiate in this state with the
Beneficiary.

#### Not applicable

4. A copy of a resolution, adopted after a public hearing by the unit of local government in whose jurisdiction the facility is, or will be, located, demonstrating that the unit of local government supports the Application for state funds by declaring that the project serves a public purpose. (Please provide a copy of the signed resolution.)

#### To be completed

5. As provided for in s. 288.11625(5)(a)5, F.S., submit a statement indicating whether the Applicant or Beneficiary has previously defaulted or failed to meet any statutory requirements of a previous state-administered sports-related program under s. 288.1162, F.S., s. 288.11621, F.S., s. 288.11631, F.S., or s. 288.11625, F.S., and whether the Applicant or Beneficiary is currently receiving state distributions under s. 212.20, F.S., for the facility that is the subject of the Application. If the

Applicant of Beneficiary is currently receiving state distributions under s. 212.20, F.S., for the facility that is the subject of the Application, the statement must indicate whether the franchise that applied for the distribution under s. 212.20, F.S., no longer plays at the facility that is the subject of the Application nor meets the criteria in s. 288.11625(6)(a)4., F.S.

See Exhibit B-5

 Documentation evidencing the Applicant's commitment to employ residents of this state, contract with Florida-based firms, and purchase locally available building materials to the greatest extent possible. (Please provide a letter of commitment.)

See Exhibit B-6

7: If the Applicant is a unit of local government, a certified copy of a signed Agreement with a Beneficiary for the use of the facility that meets the requirements of s. 288.11625(5)(a)(7), F.S. (Please provide a copy of the agreement.)

Not applicable

8. If the Applicant is a Beneficiary, a statement that the Beneficiary will enter into an agreement with DEO that meets the requirements of s. 288.11625(5)(a)(7), F.S.

See Exhibit B-8

9. Documentary evidence, which may include a schedule, that the project will commence within 12 months after receiving state funds or did not commence before January 1, 2013.

See Exhibit B-9

10. If the Applicant is a Beneficiary, a verified copy of the approval from the governing authority of the league in which the new professional sports franchise exists authorizing the location of the professional sports franchise in Florida.

See Exhibit B-10

- 11. A detailed description of the project including, but not limited to:
  - a. Size and scope of the project;

See Exhibit B-11

b. Proposed use of state funds;

State funds are a source of project funding. Funds received from the state will be applied toward the costs of the projects described in B-11-A (partial reimbursement).

 Number of temporary and permanent jobs to be created as a direct result of the facility improvement;

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#### **Estimated Temporary Jobs**

- 2016 temporary construction related jobs 350 (estimated)
- 2017 temporary construction related jobs 200 (estimated)

The estimates above were provided by Manhattan Construction (Florida), Inc. the General Contractor for the project, based on their review of the project scope and their experiences with similar projects.

#### **Estimated Permanent Jobs**

- o Stadium Maintenance Estimate 2 new positions (1 Buccaneers, 1 TSA)
- o Team Store Estimate 4 new positions (4 ARAMARK)
- Super Suites/other catering areas Estimate 1 new full-time equivalent for non-game day catering (ARAMARK)
- d. Photos and/or architectural drawings of the project;

See exhibit B-11

e. Amount of square footage in the project; and

See exhibit B-11

f. Any additional construction adjacent to the main project.

Not applicable

12. The length of time a Beneficiary has agreed to use the facility and a copy of the lease.

The Stadium Agreement by and between the Tampa Sports Authority and BSLLC dated August 28, 1996 expires on January 31, 2028. There are four, five-year extension options in the Stadium Agreement.

See Exhibit B-12 for a copy of the Stadium Agreement

13. The percentage of total project funds provided by the Applicant and the percentage of total project funds provided by the Beneficiary.

BSLLC is the project applicant and beneficiary and will be the primary funding source for the project. A portion of the project will be funded by the Tampa Sports Authority on a reimbursement basis as provided in the Stadium Renovation Agreement (See Exhibit B-1). The following analysis does not include the impact of any state rebate funds:

Total estimated project costs	\$124,988,657	
Portion Funded by BSLLC	\$96,154,682	77%
Portion Funded by Tampa Sports Authority	<u>\$28,833,975</u>	<b>23%</b>
	\$124,988,657	100%

14. The number and type of signature events, as defined in s. 288.11625(2)(g), F.S., the facility is likely to attract during the duration of the agreement with the Beneficiary.

The Stadium Agreement continues through the 2027 NFL season. The Buccaneers are hopeful that, with the new renovation projects that are being undertaken, Tampa would host a Super Bowl approximately once every 10 years. This would project one Super Bowl during the remainder of the current lease term and create the potential for two additional Super Bowls during the renewal option periods, if those are exercised. Tampa has hosted four Super Bowls to date:

Super Bowl	<u>Date</u>	<u>Site</u>
Super Bowl XVIII	January 22, 1984	Tampa Stadium
Super Bowl XXV	January 27, 1991	Tampa Stadium
Super Bowl XXXV	January 28, 2001	Raymond James Stadium
Super Bowl XLIII	February 1, 2009	Raymond James Stadium

Raymond James Stadium will be hosting the College Football National Championship Game on January 9, 2017. Similar to the Super Bowl, the goal is to host this event approximately once every 10 years in Tampa.

The venue is also hopeful of attracting on average, one international soccer match per year for the duration of the Stadium Agreement, while TSA continues to focus on attracting major concerts and large-scale events such as Wrestlemania.

15. The anticipated increase in average annual ticket sales and attendance at the facility due to the project and the methodology used to determine this projection.

Annual ticket sales for Raymond James Stadium events are projected to increase by approximately \$0.8 million in the year ended June 30, 2017 following completion of Phase 1 of the stadium improvements. This increase is driven primarily by premium area revenues and certain pricing changes, partially offset by a significant projected reduction in TSA revenues from the prior

year. For the TSA, the year ended June 30, 2016 was a higher grossing year than usual due to the number of major events that were hosted. It is therefore reasonable to expect some drop off during the following year. Attendance for the year ended June 30, 2017 is projected to be fairly consistent with the previous season. Phase 2 of the improvements will occur before the 2017 season and is expected to generate a significant increase in ticket sales and an increase in attendance over previous levels, based on the projected impacts of the stadium improvement projects. This projection assumes a 1% projected annual increase in attendance at other Raymond James Stadium events.

16. The potential to attract out-of-state visitors to the facility. (Please provide a copy of the marketing plan for the facility programs/activities for attracting out-of-state visitors.)

See Exhibit B-16

17. The length of time a Beneficiary has been in this state or partnered with the unit of local government.

The NFL awarded Tampa an NFL franchise in 1974. The Tampa Bay Buccaneers' first season commenced in 1976. Including 1974, the year the franchise was awarded, through and including 2016, the Tampa Bay Buccaneers have had business operations in the state for 43 years.

18. The multiuse capabilities of the facility. (Please include the number of events outside of facility's league, association, or sport affiliation, not including signature events, hosted by the facility, per year.)

Raymond James Stadium hosts a significant number of events in addition to NFL games. The stadium hosts University of South Florida football, which usually plays between 6 and 7 home games at Raymond James Stadium each year. The venue traditionally hosts the Outback Bowl on New Year's Day each year. This is a marquee event for the state, matching top competition from the Big Ten and SEC. Other types of events on Raymond James Stadium's schedule include two Monster Jam monster-truck performances in January/February, concerts such as U-2, Kenny Chesney, Taylor Swift, Beyonce and One Direction, circuses, festivals, men's and women's professional soccer and many others. Excluding NFL games, in the last three calendar years, Raymond James Stadium has hosted the following numbers of events:

2013 602014 562015 62

See Exhibit B-18

19. The facility's projected employment of residents of this state, contracts with Florida-based firms, and purchases of locally available building materials. (Please include the methodology used to determine employment projection and documentation of Florida-based vendors and locally purchased materials.)

See Exhibit B-19

20. The amount of private and local financial support to the project. Specify any in-kind contributions to the project.

BSLLC will be the primary funding source for the project. The remaining funding will be provided by the Tampa Sports Authority on a reimbursement basis as provided in the Stadium Renovation Agreement (See Exhibit B-1). The following analysis does not include the impact of state rebate funds.

Total estimated project costs	\$124,988,657	
Portion Funded by BSLLC	\$96,154,682	77%
Portion Funded by Tampa Sports Authority	<u>\$28,833,975</u>	<u>23%</u>
	<u>\$124,988,657</u>	<u>100%</u>

21. The amount of positive advertising or media coverage the facility generates. (Please provide a copy of the facility's advertising/media plan for the last calendar year and backup documentation to support the media value and which includes the number of gross impressions by medium.)

See Exhibit B-21

22. The expected amount of average annual new incremental state sales taxes generated by sales at the facility above the baseline that will be generated as a result of the project and the methodology used the determine this amount.

See Exhibit B-22

23. If applying pursuant to s. 288.11625(11), F.S., please provide documentation of either a new facility or the commencement of the project between March 1, 2013 and July 1, 2014.

Not applicable

#### SECTION C - STATE SALES TAX DOCUMENTATION

Section Three of the Application must contain the following information:

- I. Pursuant to s. 288.11625(6)(b.), F.S., the submitting entity must provide an analysis by an independent certified public accountant which demonstrates:
  - a. The average annual amount of state sales taxes generated by sales at the facility, as defined in s. 288.11625 (2) (h), F.S., during the 36-month period immediately before the beginning of the Application period, which shall serve as the baseline.
    - i. For an Application for a new facility, the baseline is zero.
    - ii. For an Application for a project with a total cost of more than \$300 million which are at least 90 percent funded by private sources, the baseline is zero.
    - iii. For an Application for a project submitted under s. 288.116625(6)(a)(4), F.S., the baseline is zero.

#### See Exhibit C-I (draft is included)

Pursuant to Section 6 B (3) of the statute, since the applicant is applying under s. 288.11625 6(a)(4), F.S., its baseline \$2.0 million.

b. The expected amount of average annual new incremental state sales taxes generated by sales at the facility above the baseline which will be generated as a result of the project. The amount must be at least \$500,000 for the Applicant to be eligible to receive a distribution under the program.

#### See Exhibit C-I

c. A signed and notarized letter, on letterhead, by the independent Certified Public Accountant regarding the state sales tax documentation information required above.

#### See Exhibit C-I

d. Documentation of the baseline amount shall include the specific facilities, operations, leases, and/or businesses listed in s. 288.11625(2)(g), F.S., used to determine the baseline amount.

#### See Exhibit C-I

Pursuant to Section 6 B (3) of the statute, since the Applicant is applying under s. 288.11625 6(a)(4), F.S., its baseline \$2.0 million.

e. The methodology used to determine the expected amount of average annual new incremental state sales tax generated.

#### See Exhibit C-I

f. Additional information as requested by the Department of Economic Opportunity.

- II. Pursuant to s. 288.11625(6)(e), F.S., DEO is required to consult with the Office of Economic and Demographic Research (EDR) to develop a standard calculation for estimating the average annual new incremental state sales taxes generated by sales at the facility. As such, EDR is requiring the following information:
  - a. If the facility is the home of a professional sports team, please list total attendance to events associated with the professional sports team and its affiliated sports association, but not a signature event, during the 36-month period immediately before the beginning of the Application period.

06/1/2013 - 05/31/2014	
NFL Games	474,639
06/1/2014 - 05/31/2015	
NFL Games	469,382
06/1/2015 - 05/31/2016	
NFL Games	497,321

Note - Source is scanned attendance reports.

b. Please list total attendance to signature events during the 36-month period immediately before the Application period. A signature event is defined in s. 288.11625(2)(g), F.S..

There were no signature events during this time period.

c. Please list total attendance to events in the facility not associated with the professional sports team and its affiliated sports association and not defined as a signature event during the 36-month period immediately before the beginning of the Application period.

06/1/2013 - 05/31/2014	
Stadium Events Other Than NFL Games	426,772
06/1/2014 ~ 05/31/2015	
Stadium Events Other Than NFL Games	440,014
06/1/2015 - 05/31/2016	
Stadium Events Other Than NFL Games	434,386

Note – Source is concessionaire event reports. Estimated attendance was used for a small number of events for which attendance information was not available.

d. Please list the anticipated increase in average annual ticket sales and attendance at the facility due to the project and the methodology used to determine this projection. This information should be provided in state fiscal years for the duration of the lease agreement and include an average across all reported years.

#### See Exhibit C-II (D)

With respect to methodology, NFL attendance and ticket sales projections for 2016 through 2020 were developed based on the projected impacts of the stadium improvements projects. Enhanced club space and new club areas are expected to be significant factors in driving increased revenue growth. Additionally, Buccaneers ticket prices have ranked among the lowest in the NFL and had not been increased for many years prior to 2016. Increased pricing is expected to generate increased sales tax collections for the state. From 2021 forward, overall NFL revenues are projected to increase by 2% annually. Non-NFL related event revenue is projected to increase 2% annually and attendance is projected to increase by 1% annually from 2016 forward.

e. Please list the average expenditure amount per an attendee for the categories listed below. Please include the methodology used to determine these numbers.

i. Admission Price

ii. Merchandise Sales

iii. Concession Sales

iv. Other Sales

Admission Price	\$63.02
Merchandise Sales	\$ 3.97
<b>Concession Sales</b>	\$16.43
Other Sales	\$ 3.45

These amounts are based on sales and attendance for all events at Raymond James Stadium during the state's June 30, 2016 fiscal year. All amounts are net of sales taxes and surcharges, where applicable.

f. Please list the anticipated increase in average expenditure of attendee for the categories listed below at events held within the facility due to the project. Please include the methodology used to determine these numbers. This information should be provided in state fiscal years for the duration of the lease agreement and include an average across all reported years.

i. Admission Price

ii. Merchandise Sales

iii. Concession Sales

iv. Other Sales

#### See Exhibit C-II (F)

These amounts are based on projected sales and attendance for all events at Raymond James Stadium during the years presented. All amounts are net of sales taxes and surcharges, where applicable. The assumptions follow those described in B-22 and C-II (D).

g. Please list total taxable sales from parking operations owned or controlled by either the Beneficiary or the Applicant during the 36-month period immediately before the Application period.

Taxable parking sales were \$2,916,044, \$3,021,116 and \$3,212,072 for the twelve months ended May 31, 2014, 2015 and 2016, respectively. These revenues are based on Ticketmaster Archtics reports for spaces sold through the Buccaneers' box office and ticketmaster.com and from third party settlement reports.

h. Please list the anticipated increase in taxable sales from parking operations due to the project, and the methodology used to determine this projection. This information should be provided in state fiscal years for the duration of the lease agreement and include an average across all reported years.

#### See Exhibit C-II (H)

i. Please list total taxable sales from lease agreements related to the facility. Within the total amount, please include the lease, if applicable, of the Beneficiary team, any leases to other vendors within the facility, suite leases, during the 36-month period immediately before the beginning of the Application period

### See Exhibit C-II (I)

j. Please list the anticipated increase in total taxable sales from the lease agreements defined in Question #9 due to the project, and the methodology used to determine this projection. This information should be provided in state fiscal years for the duration of the lease agreement and include an average across all reported years.

#### See Exhibit C-II (J)

k. A detailed list of signature events, as defined in s. 288.11625(2)(g), F.S., the facility is likely to attract during the duration of the agreement with the Beneficiary. Please include expected attendance, anticipated date of the event, and whether a signed agreement between the facility operator and the organizer of the signature event has been executed.

As stated in the response to item B- 14, the Stadium Agreement continues through the 2027 season. The Buccaneers are hopeful that, with the new renovation projects that are being undertaken, that Tampa would host a Super Bowl approximately once every 10 years. This would project one Super Bowl during the remainder of the current lease term and create the potential for two additional Super Bowls during the renewal option periods, if those are exercised. Tampa has hosted four Super Bowls to date:

Super Bowl	<u>Date</u>	<u>Site</u>
Super Bowl XVIII	January 22, 1984	Tampa Stadium
Super Bowl XXV	January 27, 1991	Tampa Stadium
Super Bowl XXXV	January 28, 2001	Raymond James Stadium
Super Bowl XLIII	February 1, 2009	Raymond James Stadium

Raymond James Stadium will be hosting the College Football National Championship Game on January 9, 2017. Similar to the Super Bowl, the goal is to host this event approximately once every 10 years in Tampa.

The venue is also hopeful of attracting on average, one international soccer match per year for the duration of the Stadium Agreement, while TSA continues to focus on attracting major concerts and large scale events such as Wrestlemania.

Please list the direct, taxable sales from commercial categories listed below during the 36-month period immediately before the Application period. Please include only commercial operations whose operations occur outside the facility, but within 1000 feet of the facility or its adjoining parcels of government-owned land. Please include the methodology used to determine these numbers.

i. Restaurants

ii. Retail

iii. Lodging

iv. Team Stores

v. Museums

vi. Other

#### Not applicable

m. Please list the anticipated increase in direct taxable sales from the commercial categories, listed below, due to the project, and the methodology used to determine this projection. This information should be provided in state fiscal years for the duration of the lease agreement and include an average across all reported years.

i. Restaurants

ii. Retail

iii. Lodging

iv. Team Stores

v. Museums

vi. Other

### Not applicable

n. Please list the beginning and ending month for the 36-month period immediately before the beginning of the Application period.

The 36 month period used for historical sales taxes is as follows:

June 1, 2013 - May 31, 2014 June 1, 2014 - May 31, 2015 June 1, 2015 - May 31, 2016

o. Additional information as requested by the Office of Economic and Demographic Research.

# SECTION D – FUNDING REQUEST

Pursuant to s. 288.11625, F.S., an entity may receive funding based on 75% of the average annual new incremental state sales taxes generated by sales at the facility. Annual distributions will be limited to the following. Please check the <b>one</b> appropriate funding category below:			
Total project cost is \$200 million or greater, the annual distribution may be up to \$3 million.			
Total project cost is at least \$100 million but less than \$200 million, the annual distribution amount may be up to \$2 million.			
Total project cost is less than \$100 million and more amount may be up to \$1 million.	than \$30 million, the annual distribution		
Total project cost is at least \$100 million, and the entity is certified under s. 288.1162, F.S., and currently receiving state distributions under s. 212.20, F.S. The annual distribution amount may be up to \$1 million if the Applicant meets the requirements of s. 288.11625(6)(a) 4., F.S.			
Entity is applying for a total amount of \$1.0 million per year for the duration of the Stadium Agreement.			
SECTION E – SUBMITTING ENTITY ACKNOWLEDGEMENT			
Pursuant to s. 288.11625(12)(b), F.S., if it is determined that the submitting entity has submitted information or made a representation that is determined to be false, misleading, deceptive, or otherwise untrue, the entity must reimburse the State for state funds that have been and will be disbursed, plus a five-percent penalty on that amount. Additionally, any false, misleading, deceptive, or otherwise untrue representations contained in this Application may subject the entity to any and all applicable legal action in addition to the sanctions specified in s. 288.11625(12)(b), F.S.—such additional legal action may include, but is not limited to, a civil action under the Florida False Claims Act or those penalties found under s. 817.03 and 839.13, F.S. Should the Applicant be approved to receive state funding through the Professional Sports Facility Program, information contained in the Application will be used as a basis for the contract required between the Applicant and DEO. (s. 288.11625(7), F.S.)  The undersigned entity certifies that all information and documentation submitted in conjunction with this Application are true and correct.			
Signature of Official Representative of Submitting Entity	Date		
	Chief Operating Officer Print Title		
Buccaneers Stadium LLC, formerly known as Buccaneers in Print Organization Name	Football Stadium Limited Partnership ("BSLLC")		

Form DEO/ER-1, Effective 07/28/14 Rule 73AER14-1, F.A.C. Page 14 of 15

# PLEASE RETAIN A COPY OF THE COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTATION FOR YOUR RECORDS AND VERIFY THAT YOU HAVE INCLUDED ALL REQUIRED INFORMATION.

# **Section 2**

Ms. Cissy Proctor
Director, Strategic Business Development
Florida Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399

Re: Raymond James Stadium – Tampa, Florida

Dear Ms. Proctor:

In furtherance of the Sports Development Program Application to the Florida Department of Economic Opportunity, Buccaneers Stadium LLC, formerly known as Buccaneers Football Stadium Limited Partnership (the "Buccaneers") submits the following additional information with respect to section B-1 of the application document

On September 18, 2015, the Buccaneers entered into an agreement with Manhattan Construction related to stadium improvements that are projected to exceed \$100 million. The project is expected to take place over a two-year period. Phase I, which started in January 2016 and will be completed by December 2016, is expected to have a total cost of approximately \$75.5 million. Phase II begins in January 2017 and will be completed by August 2017. The final specifications and scope of work for Phase II have not been finalized, but we anticipate a total cost of approximately \$49.5 million. Non-construction costs, such as architectural costs, professional services, legal expenses, financing costs, TSA review costs and insurance are projected to be approximately \$7.6 million for the entire project. In total, the project is expected to be completed with a cost of approximately \$125 million. Exhibit B-11 outlines the anticipated costs of each phase, broken down into different areas of the project.

The project is committed to cost over \$100 million. Attached is a fully executed Stadium Renovation Agreement ("Renovation Agreement") between the Buccaneers and the Tampa Sports Authority ("TSA") that covers the project. The Buccaneers are the responsible entity for this construction project.

The Buccaneers issued a request for proposal and procured three bids for the entire project. The request for proposal and the three responsive bids can be found in the separate bid binder that is included as a part of this submission.

Attached is a copy of the resolution passed by TSA, the governmental entity that operates and maintains the Stadium. This resolution indicates the TSA's support for the Buccaneers serving as the Sports Development Program applicant and affirms the TSA's view that the project serves a public purpose.

We are available to answer any questions you may have regarding these exciting improvements and their positive impact on the state of Florida and our community.

Respectfully submitted,

BUCCANEERS STADIUM LLC, Formerly known as BUCCANEERS FOOTBALL STADIUM LIMITED PARTNERSHIP

# STADIUM RENOVATION AGREEMENT

This Stadium Renovation Agreement ("Agreement") is entered into as of the 16th day of December, 2015 (the "Effective Date"), by and between the Tampa Sports Authority, a body politic and an independent special district under the laws of the State of Florida (the "TSA"), Buccaneers Football Stadium Limited Partnership, a Delaware limited partnership ("BSLP"), the City of Tampa (the "City") and Hillsborough County, Florida (the "County"). The foregoing entities are sometimes collectively referred to as the "Parties."

WHEREAS, the TSA, BSLP, the City and the County are parties to a Stadium Agreement dated August 28, 1996 (the "Stadium Agreement") which grants BSLP a license to use Raymond James Stadium in Tampa, Florida (the "Stadium"); and

WHEREAS, pursuant to Sections 9 and 13 of the Stadium Agreement, TSA has the right to perform or cause to be performed permanent changes, alterations or additions to the Stadium, including Capital Repairs and Capital Improvements as those terms are defined in the Stadium Agreement; and

WHEREAS, pursuant to Section 9 of the Stadium Agreement, BSLP has certain rights to perform or cause to be performed permanent changes, alterations or additions to the Stadium; and

WHEREAS, pursuant to the Stadium Agreement, TSA has certain obligations for the maintenance and repair of the Stadium, including, without limitation, Capital Repairs as that term is defined in the Stadium Agreement; and

WHEREAS, both TSA and BSLP are interested in making improvements to the Stadium, which is owned by the County and operated by the TSA, as described in and pursuant to the terms and conditions of this Agreement (the "Stadium Improvements"); and

WHEREAS, TSA had previously planned to make certain Stadium Improvements, including certain Capital Repairs, the cost of which is estimated to be \$25,833,975; and

WHEREAS, TSA is now willing to contribute an additional \$3,000,000 for Stadium Improvements so that BSLP will be obligated to purchase, install and maintain an enhanced 9,600 square foot Scoreboard, in order to enhance the fan experience, as opposed to an originally proposed 7,200 square foot Scoreboard, for a total TSA contribution for Stadium Improvements of \$28,833,975; and

WHEREAS, BSLP would like to provide additional funding for, cause the completion of, and expand the scope of the Stadium Improvements, by matching TSA's \$28,833,975 contribution and providing at least \$28,833,975 in additional funds to enhance the TSA's previously planned improvements, thereby resulting in a minimum of \$57,667,950 towards Stadium Improvements, net of TSA's reimbursements; and

WHEREAS, it is BSLP's intention to contribute additional funding for additional Stadium Improvements that would increase the value of all Stadium Improvements to an amount in excess of \$100,000,000; and

WHEREAS, TSA and BSLP recognize that an aggregation of funds available to both parties for purposes of constructing Stadium Improvements and a coordination of resources and efforts would dramatically increase efficiencies over two separate construction projects on the same property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. <u>The Improvements</u>. BSLP agrees, at its sole expense, to design, construct and complete the Stadium Improvements, all in accordance with applicable law. In connection therewith, BSLP has contracted directly with a licensed architectural firm (the "Architect")

to prepare the design of the Stadium Improvements. BSLP, at its sole expense, shall cause the Architect to prepare drawings and specifications for the Stadium Improvements for the review and approval by TSA, which approval shall not be unreasonably withheld or delayed. BSLP, at its sole expense, shall also engage a general contractor (hereinafter referred to interchangeably as the "Contractor" or the "Construction Manager") to complete the Stadium Improvements. BSLP's agreement with the Contractor for pre-construction services may be completed prior to the execution of this Agreement. However, before any Guaranteed Maximum Price Amendment is signed by BSLP and the Contractor, the entire amended agreement, including the construction schedule (the "Contractor's Agreement") shall be subject to prior approval by TSA, which approval shall not be unreasonably withheld or delayed. The workmanship and materials used in the construction of the Stadium Improvements shall be of quality at least comparable to the workmanship and materials used in the construction of the Stadium and shall meet or exceed current industry standards for renovation of NFL stadiums of similar vintage. BSLP shall cause TSA, the City and the County to be named as third party beneficiaries to the Contractor's Agreement and BSLP's agreement with the Architect.

# 2. Scopes of Work.

A. The Stadium Improvements are currently in the design stage. On or before January 11, 2016, BSLP shall provide the City, the County and TSA with a proposed final list of all Stadium Improvements to be undertaken by BSLP commencing in calendar year 2016 (the "2016 Stadium Improvements"), together with a designation of the proposed 2016 Stadium Improvements "Eligible for Reimbursement" by TSA. This list shall be subject to approval by TSA, which approval shall not be unreasonably withheld. It is agreed that the timely development and submission of such list by BSLP and approval thereof by TSA are material elements of this Agreement. As a result, BSLP and TSA shall exercise good faith efforts to reach agreement on an acceptable list. Should such agreement not be reached in writing on or before ten (10) days from BSLP's delivery of the 2016 Improvements list described herein, or such extended date as mutually agreed in writing by TSA and BSLP, this Agreement shall terminate automatically. In the event of such termination, this Agreement and the rights and obligations described herein

(including BSLP's release of rights relating to the Practice Area Improvement Allowance as described in Section 18) shall become null and void, except that BSLP shall reimburse TSA for all of its reasonable third party expenses incurred pursuant to Section 11 hereof. Should an agreement on an acceptable list of 2016 Stadium Improvements be reached by BSLP and TSA as described herein, such list shall hereinafter be referred to as "Schedule 1."

B. On or before October 31, 2016, BSLP shall provide the City, the County and TSA with a proposed final list of all Stadium Improvements to be undertaken by BSLP commencing in calendar year 2017 (the "2017 Stadium Improvements"), together with a designation of the proposed 2017 Stadium Improvements "Eligible for Reimbursement" by This list shall be subject to approval by TSA, which approval shall not be unreasonably withheld. It is agreed that the timely development and submission of such list by BSLP and approval thereof by TSA are material elements of this Agreement. As a result, BSLP and TSA shall exercise good faith efforts to reach agreement on an acceptable list. Should such agreement not be reached in writing on or before ten (10) days from BSLP's delivery of the 2017 Stadium Improvements list described herein, or for such extended date as mutually agreed in writing by BSLP and TSA (a) BSLP shall continue to be obligated to complete all 2016 Stadium Improvements described in Schedule 1, (b) BSLP shall reimburse TSA for all of its reasonable third party expenses incurred pursuant to Section 11 hereof and (c) the provisions of Section 20 shall control over any contrary provisions described in this Agreement. Should an agreement on an acceptable list of 2017 Stadium Improvements be reached by BSLP and TSA as described herein, such list shall hereinafter be referred to as "Schedule 2" and Section 20 of this Agreement shall become null and void.

C. The Parties agree that Exhibit A describes TSA's existing obligations for certain repairs and improvements to the Stadium together with TSA's agreed \$3,000,000 contribution toward the enhanced Scoreboard to be purchased, installed and maintained by BSLP (collectively the "TSA Currently Scheduled Base Repair and Improvement Obligations"). Exhibit A shows a baseline cost-value amount for each component which amount is agreed upon by the Parties. All Parties recognize, however, that the components

described on Exhibit A will ultimately either be constructed by BSLP as part of the Stadium Improvements, replaced with functionally equivalent components during the completion of the Stadium Improvements by BSLP, subject to the TSA's approval rights as provided in this Agreement, or (except for the enhancements to the Scoreboard described in this Agreement), eventually constructed by TSA as originally planned prior to this Agreement. The TSA Currently Scheduled Base Repair and Improvement Obligations, or their functionally equivalent replacements, as designed for enhancement by BSLP as applicable, and as approved by TSA in accordance with this Agreement, shall hereinafter be referred to collectively as the "TSA Improvements," and shall be designated as such in Schedule 1 and Schedule 2.

- D. The following procedure shall apply to the review of the <u>Schedule 1</u> Stadium Improvements and the <u>Schedule 2</u> Stadium Improvements:
- (i) Once the drawings and specifications for <u>Schedule 1</u> Stadium Improvements have been completed by the Architect and approved in writing by TSA, BSLP will finalize a Guaranteed Maximum Price Amendment to the Contractor's Agreement for all <u>Schedule 1</u> Stadium Improvements.
- (ii) TSA shall not be responsible for any costs in excess of \$14,500,000 for the TSA Currently Scheduled Base Repair and Improvement Obligations to be constructed under Schedule 1 or for the TSA Improvements described in Schedule 1. Upon TSA's payment of \$14,500,000 as required under the terms of Section 4 below, as reduced by costs paid by TSA pursuant to Section 11 below, the responsibilities of TSA, the City and County relating to the TSA Currently Scheduled Base Repair and Improvement Obligations to be constructed under Schedule 1 shall be deemed satisfied, fully performed and up to date, subject to the terms of Section 9 of this Agreement. BSLP does hereby guarantee the full and satisfactory completion of all Stadium Improvements as described in Schedule 1 in accordance with the timeline set forth in this Agreement. The Contractor's Agreement shall also require the full and satisfactory completion of all Stadium Improvements as described in Schedule 1 in accordance with the timeline set forth in this Agreement.

- (iii) Once the drawings and specifications for <u>Schedule 2</u> Stadium Improvements have been completed by the Architect and approved in writing by TSA, BSLP will finalize a Guaranteed Maximum Price Amendment to the Contractor's Agreement for all <u>Schedule 2</u> Stadium Improvements.
- (iv) TSA shall not be responsible for any costs in excess of \$14,333,975 for the TSA Currently Scheduled Base Repair and Improvement Obligations to be constructed under Schedule 2 or for the TSA Improvements described in Schedule 2. Upon TSA's payment of \$14,333,975 as required under the terms of Section 4 below, as reduced by costs paid by TSA pursuant to Section 11 below, the responsibilities of TSA, the City and the County relating to the TSA Currently Scheduled Base Repair and Improvement Obligations to be constructed under Schedule 2 shall be deemed satisfied, fully performed and up to date, subject to the terms of Section 9 of this Agreement. BSLP does hereby guarantee the full and satisfactory completion of all Stadium Improvements as described in Schedule 2 in accordance with the timeline set forth in this Agreement. The Contractor's Agreement shall also require the full and satisfactory completion of all Stadium Improvements as described in Schedule 2 in accordance with the timeline set forth in this Agreement.
- (v) The Contractor's Agreement will include a construction schedule incorporating the timeline described in Sections E, G and H below.
- E. BSLP will ensure and will cause its Contractor to secure a Certificate of Occupancy from the City no later than September 3, 2016, that will allow the Stadium to be used for the University of South Florida football season with at least a minimum of the existing conditions (as of the Effective Date of this Agreement) of the field, the stands, the concourses, parking lots, concession stands, the Suites and the Club Lounge (together with, at a minimum, the functionality of the existing Video Boards), plus full ingress and egress. BSLP's obligation in this regard shall be subject only to delays of BSLP or the Contractor which are beyond the reasonable control of, and are not caused by the fault or negligence of BSLP or the Contractor; which directly impact the Stadium Improvements and wholly or partially prevent the performance of any of the duties, responsibilities or obligations of

BSLP or the Contractor, including (i) acts of God, (ii) an act of the public enemy, (iii) fire, explosion or other serious casualty, (iv) unusually severe weather (such as hurricane, earthquake or flood), (v) war directly involving the United States (whether declared or not), including war-like circumstances, invasion, mobilization, revolution or rebellion, (vi) terrorist activities, riot or civil commotion, (vii) strike, work-stoppage or other labor disturbance, (viii) military usurpation of power or (ix) the imposition of new regulation or orders of governmental authority. In the event BSLP does not fulfill its commitment under this Section 2E, BSLP shall be responsible to TSA for any direct and actual financial losses suffered by TSA with respect to the delay. A construction schedule showing completion of all Stadium Improvements required by this Section 2E by September 3, 2016 will be provided by BSLP to TSA on or before January 15, 2016, as part of Schedule 1.

- F. In order to accommodate the anticipated construction schedule for Schedule 1 Stadium Improvements, BSLP shall have the right to relocate both Buccaneers' 2016 home pre-season games (in addition to the one (1) Buccaneers' home game currently permitted under Section 7(b) of the Stadium Agreement), with no financial cost to BSLP under the terms of this Agreement or the Stadium Agreement, to (i) an international game site as designated by the National Football League (ii) a game site in any other National Football League city or (iii) a site in the State of Florida other than the Stadium.
- G. BSLP will ensure that the Contractor completes the Suites, Video Boards, sound system and control room components of the Stadium Improvements prior to December 10, 2016 to accommodate the NCAA College Football National Championship Game and will further ensure full and unobstructed access to and use of the field, the stands, the concourses, parking lots, concession stands, the Suites, the Club Lounge and the Video Boards, plus full ingress and egress for TSA and its licensee. BSLP's obligation in this regard shall be subject only to delays of BSLP or its Contractor caused by events as defined in Section 2E hereof. In the event BSLP does not fulfill its commitment under this Section 2G, BSLP shall be responsible to TSA for any direct and actual financial losses suffered by TSA with respect to the delay. A construction schedule showing completion by December 10, 2016 of all Stadium Improvements required under Schedule 1 (including

all Stadium Improvements required under this Section 2G) will be provided by BSLP to TSA on or before January 15, 2016, as part of <u>Schedule 1</u>.

H. BSLP will ensure that the Contractor completes all Stadium Improvements prior to September 1, 2017. BSLP's obligation in this regard shall be subject only to delays of BSLP or its Contractor caused by events as defined in Section 2E hereof. In the event BSLP does not fulfill its commitment under this Section 2H for completion prior to September 1, 2017, BSLP shall be responsible to TSA for any losses suffered by TSA (except as specifically limited by provisions of Section 3 below) or its licensees resulting from said delay. By example, and not by way of limitation, BSLP acknowledges that a material inducement for the agreement of TSA to the completion date set forth in this Section 2H is the agreement by BSLP that the Stadium Improvements will be timely completed so that TSA can host all USF home games in addition to concerts and other Stadium Events (in addition to the Stadium Events listed in Exhibit C and referred to in Section 3 hereof) and provide full and unobstructed access to and use of all parts of the Stadium normally used by the licensees of such Stadium Events. BSLP acknowledges that the inability of TSA to host those post September 1, 2017 Stadium Events or its inability during that time to provide full and unobstructed access to and use of all parts of the Stadium normally used by said licensees due to Stadium Improvement construction activities or incompletion will result in significant losses to TSA and to its licensees. A construction schedule showing completion of all Stadium Improvements by September 1, 2017 will be provided by BSLP to TSA on or before October 31, 2016, as part of the proposed Schedule 2.

I. In order to accommodate the anticipated construction schedule for Schedule 2 Stadium Improvements, BSLP shall have the right to relocate both Buccaneers' 2017 home pre-season games (in addition to the one (1) Buccaneers' home game currently permitted under Section 7(b) of the Stadium Agreement), with no financial cost to BSLP under the terms of this Agreement or the Stadium Agreement, to (i) an international game site as designated by the National Football League (ii) a game site in any other National Football League city or (iii) a site in the State of Florida other than the Stadium.

J. In addition to other obligations set forth herein, BSLP and TSA agree to abide by, and BSLP agrees to require its Contractor to abide by and follow, the protocols, procedures and scheduling set forth in <a href="Exhibit B">Exhibit B</a>. BSLP shall promptly and completely pay for all design and construction of the Stadium Improvements, including builder's risk insurance for the Stadium Improvements, and does hereby guarantee full and satisfactory completion of the Stadium Improvements, which guarantee is in addition to the payment and performance bonds which shall be required of the Contractor.

# 3. Coordination of Schedules/Events.

- A. Attached hereto as part of Exhibit C is a list of Currently Scheduled and Tentatively Scheduled 2016 TSA Income Producing Stadium Events for which BSLP and TSA shall coordinate with the Contractor in an effort to minimize interference with the generation of income from these Stadium Events. TSA and BSLP shall exchange information and coordinate calendars to avoid loss of income by either TSA or BSLP as a result of construction related activities with the goal of working together to eliminate all exposure for such potential losses. However, BSLP shall not be responsible for any income lost by TSA, including Revenues lost by TSA from Currently Scheduled 2016 Income Producing Stadium Events listed on Exhibit C during construction of the Stadium Improvements, so long as one (1) pre-season game in 2016 or 2017 is relocated out of the Stadium as allowed under Section 2F. Otherwise, BSLP will be responsible for any direct and actual financial losses suffered by TSA (not to exceed a maximum grand total of \$260,000 for all three Currently Scheduled, 2016 TSA Income Producing Stadium Events listed in Exhibit C combined and not per event) including, but not limited to, any loss resulting from a reduction in fees, charges or other Revenues from licensees (as evidenced by a comparison of the contract negotiated for any Currently Scheduled, 2016 TSA Income Producing Stadium Event listed in Exhibit C - and deemed by TSA to have lost Revenues due to interference under terms of this Section - with the last contract for the same Stadium Event).
- B. As a result of the extension of time granted in Section 2H hereof to BSLP for completion of all Stadium Improvements by September 1, 2017, it is further agreed that BSLP shall require its Contractor to temporarily cease and discontinue any work or

construction related activities within the Stadium from December 10, 2016 through January 15, 2017; provided that BSLP and the Contractor may perform certain, limited work during said period but only with prior written approval of TSA, which approval shall not be unreasonably withheld or delayed. Prior to December 10, 2016, BSLP shall obtain all licenses, permits and governmental approvals necessary for occupancy and use of the Stadium to the extent required for the Anticipated 2017 TSA Income Producing Stadium Events listed on Exhibit C, and, during the period between December 10, 2016 and January 15, 2017, BSLP shall cause its Contractor to secure and store, in manner and locations acceptable to TSA, all materials, tools and equipment so as not to interfere with or impede ingress, egress and full access to all areas of the Stadium required to fully conduct each Anticipated 2017 TSA Income Producing Stadium Event. BSLP shall not be responsible for any income lost by TSA, including Revenues lost by TSA from any Anticipated 2017 TSA Income Producing Stadium Events listed on Exhibit C during construction of the Stadium Improvements, so long as one (1) pre-season game in 2016 or 2017 is relocated out of the Stadium as allowed under Section 2F. Otherwise, BSLP will be responsible for any direct and actual financial losses suffered by TSA (not to exceed a maximum grand total of \$260,000 for all four Anticipated 2017 TSA Income Producing Stadium Events listed in Exhibit C combined and not per event) including, but not limited to, any loss resulting from a reduction in fees, charges or other Revenues from licensees (as evidenced by a comparison of the contract negotiated for any Anticipated 2017 TSA Income Producing Stadium Event listed in Exhibit C - and deemed by TSA to have lost Revenues due to interference under the terms of this Section - with the last contract for the same Stadium Event).1

C. Also Included within Exhibit C is a list of Tentatively Scheduled 2016 TSA Income Producing Stadium Events. BSLP and TSA shall coordinate with the Contractor in an effort to minimize interference with the generation of income from these Tentatively Scheduled 2016 TSA Income Producing Stadium Events. TSA and BSLP shall exchange information and coordinate calendars to allow TSA to host these Tentatively Scheduled

<sup>&</sup>lt;sup>1</sup> For clarification purposes, in order for BSLP to be relieved of the \$260,000 in potential liquidated damages described in Sections 3A and B above, a total of two (2) pre-season games will need to be relocated out of the Stadium.

2016 Income Producing Stadium Events and to avoid loss of income by either TSA or BSLP as a result of construction related activities with a goal of working together to eliminate all exposure for such potential losses. TSA and BSLP shall exercise best efforts cooperatively to develop plans to eliminate exposure of potential losses on these Tentatively Scheduled 2016 Income Producing Stadium Events. It is further agreed that BSLP shall require its Contractor to temporarily cease and discontinue any work or construction related activities within the Stadium during times mutually agreed upon by TSA and BSLP to avoid loss of income by either TSA or BSLP for the Tentatively Scheduled 2016 TSA Income Producing Stadium Events; provided that BSLP and the Contractor may perform certain, limited work during said period but only with prior written approval of TSA, which approval shall not be unreasonably withheld or delayed. BSLP shall cause its Contractor to secure and store, in manner and locations acceptable to TSA, all materials, tools and equipment so as not to interfere with or impede ingress, egress and full access to the areas of the Stadium described below in Section 3C(i) and (ii), so that TSA can fully conduct each of said Tentatively Scheduled 2016 Income Producing Stadium Events.

### i. US Women's Soccer Match:

- a. Press box (can move national broadcast into adjacent press booth to accommodate ongoing construction)
- b. Gates two (2) main gate entrances A and D and South plaza area with access to ticket windows; provided, however, that TSA shall allow BSLP to maintain a fenced off, secured construction area of 75 feet by 75 feet
- c. Locker Rooms (officials, P.R., dark and teams)
- d. Quad D service level area dock and television area
- e. Access to one side of loading dock (Dock B) 24 hours prior to and throughout game
- f. West club area with the ability to accommodate up to 1,200 guests and access through the seating bowl. Club shall contain all typical amenities including restrooms and concessions

- g. Access to four (4) sixteen person Quad D Club Level Suites
- h. One (1) operational Video Board (Scoreboards must have ability to provide scoring and sponsorship display capability that are sufficient for a game of 25,000 people in the stadium lower bowl (portable video board is acceptable)
- Life safety systems in place that meets requirements for assembly occupancy satisfactory to the governmental authority that has jurisdiction. This may be accomplished with temporary equipment/systems and/or staffing
- j. Entire playing field
- k. North and west main concourse level with all typical amenities including restrooms and concession stands
- 1. North and west 100 and 200 level seating areas in the bowl.
- m. Field lighting

All items identified on the aforementioned US Women's Soccer Match list will be provided by BSLP at no cost to TSA. Any items not identified on this list will be considered Direct Costs of the Stadium Event.

# ii. Concert (TBA)

- a. Entire playing field
- East and west club with access through the seating bowl. Club shall contain all typical amenities including restrooms and concessions
- c. Life safety systems in place that meets requirements for assembly occupancy satisfactory to the governmental authority that has jurisdiction. This may be accomplished with temporary equipment/systems and/or staffing
- d. Gates four (4) main gate entrances and south plaza area with access to ticket windows

- e. Dock's A, B, C & D full access for loading and uploading of trucks and equipment and access and egress during the concert.
- f. Main concourse (East, West, North) and upper east and west concourse with all typical amenities including restrooms and concessions, with the exception of the permanent concession stands on the Upper east and west concourses
- g. All seating areas in bowl with the exception of the south end zone including Section 226
- h. Field lighting
- i. Access to one side of loading dock (Dock B) 24 hours prior to and throughout the concert
- j. All rooms in the Quad D and A service level (including, but not limited to, locker rooms, media dining room, dark rooms, owners warehouse, national broadcast dining, public relations room.)
- k. Parking lot D and the player lot
- 1. West Restaurant

All items identified on the aforementioned Concert list will be provided by BSLP at no cost to TSA. Any items not identified on this list will be considered Direct Costs of the Stadium Event.

D. With respect to the 2016 and 2017 Sunset Music Festivals referenced on Exhibit C, TSA shall have access to the West half of the second no fly zone for the seven (7) days leading up to the events and the three (3) days after the events.

# 4. Reimbursements from TSA to BSLP.

A. Upon (i) BSLP's submission of <u>Schedule 2</u> to the City, County and TSA, (ii) the Final Acceptance of 2016 TSA Improvements as described on <u>Schedule 1</u> costing BSLP at least \$14,500,000, (iii) payment therefor by BSLP as described in Section 4C, (iv) Final Acceptance of additional Stadium Improvements paid for by BSLP costing at least \$29,000,000, and (v) satisfaction of the requirements of Section 4C and E, BSLP shall be

entitled to request reimbursement from TSA as provided in this Section 4 for any 2016 Stadium Improvements designated in Schedule 1 as "Eligible for Reimbursement" in an amount up to, but not to exceed, \$14,500,000. Once such reimbursement has occurred, the responsibilities of TSA, the City and the County relating to the TSA Currently Scheduled Base Repair and Improvement Obligations listed in Schedule 1 shall be deemed satisfied, fully performed and up to date, subject to the terms of Section 9 of this Agreement; provided, however, that the amounts payable by TSA under this Section 4 shall be reduced by costs paid by TSA pursuant to Section 11 below. Said reimbursement shall be in accordance with the procedures outlined in Section 4C below. BSLP shall complete or cause to be completed, as part of its construction of all of the Stadium Improvements, the construction of all TSA Improvements as listed on Schedule 1.

B. Upon (i) the Final Acceptance of 2017 TSA Improvements as described on Schedule 2 costing BSLP at least \$14,333,975, (ii) payment therefor by BSLP as described in Section 4D, (iii) Final Acceptance of additional Stadium Improvements paid for by BSLP costing at least \$28,667,950 and (iv) satisfaction of the requirements of Section 4D and E, BSLP shall be entitled to request reimbursement from TSA as provided in this Section 4 for any 2017 Stadium Improvements designated in Schedule 2 as "Eligible for Reimbursement" in an amount up to, but not to exceed, \$14,333,975. Once such reimbursement has occurred, the responsibilities of TSA, the City and the County relating to the TSA Currently Scheduled Base Repair and Improvement Obligations listed in Schedule 2 shall be deemed satisfied, fully performed and up to date, subject to the terms of Section 9 of this Agreement; provided, however, that the amounts payable by TSA under this Section 4 shall be reduced by costs paid by TSA pursuant to Section 11 below. Said reimbursement shall be in accordance with the procedures outlined in Section 4D below. BSLP shall complete or cause to be completed, as part of its construction of all of the Stadium Improvements, the construction of all TSA Improvements as listed on Schedule 2.

C. At such time as the requirements of Section 4A have been satisfied, evidencing that BSLP has constructed, in conformance with the Architect's drawings and specifications, and paid for TSA Improvements costing BSLP at least \$14,500,000, and additional Stadium Improvements costing BSLP at least \$29,000,000, and upon the

conclusion of inspections and certifications reasonably required by and acceptable to TSA and submittal by BSLP of a request for reimbursement in form reasonably acceptable to TSA, TSA shall thereafter reimburse BSLP within thirty (30) days of TSA's receipt of the documentation identified in Section A above and Section E, in satisfactory form and content, for BSLP expenditures for Stadium Improvements that have been completed and approved by TSA in accordance with this Agreement that are designated in Schedule 1 as "Eligible for Reimbursement." In the event a portion of the reimbursement is disputed by TSA, all undisputed amounts shall be fully funded by TSA to BSLP. In no event shall such reimbursement exceed \$14,500,000, less the amount of deductions provided by Section 11 hereof. BSLP agrees that it will not seek reimbursement under this Section 4 for any 2016 Stadium Improvements identified on Schedule 1 which are not designated on Schedule 1 as "Eligible for Reimbursement."

D. At such time as the requirements of Section 4B have been satisfied, evidencing that BSLP has constructed, in conformance with the Architect's drawings and specifications, and paid for TSA Improvements costing BSLP at least \$14,333,975, and additional Stadium Improvements costing BSLP at least \$28,667,950, and upon the conclusion of inspections and certifications reasonably required by and acceptable to TSA and submittal by BSLP of a request for reimbursement in form reasonably acceptable to TSA, TSA shall thereafter reimburse BSLP within thirty (30) days of TSA's receipt of the documentation identified in Section B above and Section E, in satisfactory form and content, for BSLP expenditures for Stadium Improvements that have been completed and approved by TSA in accordance with this Agreement that are designated in Schedule 2 as "Eligible for Reimbursement." In the event a portion of the reimbursement is disputed by TSA, all undisputed amounts shall be fully funded by TSA to BSLP. In no event shall such reimbursement exceed a maximum grand total of \$28,833,975, less the amount of deductions provided by Section 11 hereof. BSLP agrees that it will not seek reimbursement under this Section 4 for any 2017 Stadium Improvements identified on Schedule 2 which are not designated on Schedule 2 as "Eligible for Reimbursement."

E. Upon completion of each Stadium Improvement as approved by TSA, BSLP shall submit to TSA the following documentation: (i) a certification to TSA that the

Stadium Improvement has been substantially completed, together with lien waivers from the Contractor and all other third party contractors, subcontractors and materialmen; (ii) documentation of the out-of-pocket costs incurred by BSLP in designing and constructing the Stadium Improvement; (iii) a certificate from the Architect, in a form as TSA may reasonably request, that the Stadium Improvement has been constructed in substantial conformance with the Architect's drawings and specifications; (iv) a certificate from the Architect, in a form as TSA may reasonably request, that the out-of-pocket costs incurred by BSLP in designing and constructing the Stadium Improvement constitute commercially reasonable costs for the Stadium Improvement; and (v) a statement as to whether the Stadium Improvement is a TSA Improvement. TSA agrees that, at such time as BSLP has satisfied the requirements of this Section 4 regarding the Final Acceptance of TSA Improvements as described herein costing BSLP at least \$28,833,975, payment therefor by BSLP as described in Section 4C and Section 4D and Final Acceptance of additional Stadium Improvements paid for by BSLP costing at least \$57,667,950, BSLP shall not be required to submit to TSA the documentation described in Sections 4E(ii), (iv) and (v) for other Stadium Improvements that may be undertaken by BSLP.

- F. Notwithstanding anything in this Section 4 to the contrary, requests for direct purchases by TSA of certain specific material and equipment in order to be exempt from the imposition or collection of sales tax, as described in Section 7, may be initiated at any time, in BSLP's sole discretion, prior to or after the expenditure of BSLP funds for Stadium Improvements as described in this Section 4, provided that all conditions and procedures and limitations of Section 7 are met.
- G. The City and the County acknowledge their obligations in the Stadium Agreement as well as the obligation to reimburse BSLP up to the amount of \$28,833,975 in accordance with Section 4 of this Agreement; provided, however, that BSLP acknowledges and agrees that once TSA reimburses BSLP up to the amount of \$28,833,975 in accordance with Section 4 of this Agreement, as reduced by costs paid by TSA pursuant to Section 11 below, any obligations of the City and the County relating to the TSA Currently Scheduled Base Repair and Improvement Obligations listed in Exhibit

A shall be deemed satisfied, fully performed and up to date, subject to the terms of Section 9 of this Agreement.

- H. Unless otherwise determined by the County in its sole and absolute discretion, the Parties acknowledge that the proceeds of one or more series of revenue bonds or other evidence of indebtedness the County is obligated to issue from time to time to finance the reimbursements to be made by TSA to BSLP as provided for in this Agreement, the interest paid on which bonds or indebtedness will be exempt from federal income taxation, and any revenue bonds or other evidence of indebtedness issued to refund or otherwise refinance such bonds or indebtedness (the "Bonds") shall be the sole source of funds to provide funds to TSA for such reimbursements.
- I. Unless otherwise determined by the County in its sole and absolute discretion, the Bonds to be issued by the County to finance the reimbursements to be made by TSA to BSLP as provided for in this Agreement, shall be payable solely from the County contribution of legally available revenues received by the County from the additional one percent (1%) tourist development tax that the County is authorized to levy, impose and collect pursuant to Section 125.0104(3)(1), Florida Statutes, as amended, in an amount sufficient to fund all debt service requirements of the Bonds (the "Fourth Percent TDT"), subject and subordinate in all respects to obligations for indebtedness other than the Bonds heretofore or hereinafter incurred and secured by, or paid with, the Fourth Percent TDT and any obligations for County and TSA indebtedness issued on a parity therewith and the reserve requirements provided for in Section 4.D.2. of Hillsborough County Ordinance 78-10, as amended by Section 2 of Hillsborough County Ordinance 03-3.
- J. Notwithstanding anything herein to the contrary, the County's obligation to issue the Bonds as provided for in this Agreement does not create any lien upon or pledge of the Fourth Percent TDT nor does it preclude the County from pledging in the future the Fourth Percent TDT, nor does it give any person any form of claim on the Fourth Percent TDT as opposed to claims of general creditors of the County. Moreover, in no event shall the County's obligation to issue the Bonds as provided for in this Agreement be or

constitute a general obligation or indebtedness of the County, a pledge of the ad valorem taxing power of the County or a general obligation or indebtedness of the County within the meaning of the Constitution of the State of Florida or any other applicable law. No person shall ever have the right to compel the exercise of the ad valorem taxing power of the County, or any other governmental entity or taxation in any form on any real or personal property to satisfy the County's obligation to issue the Bonds under this Agreement.

# 5. Compliance with Laws and Hillsborough County DM/DWBE Guidelines.

A. BSLP shall comply with, and shall cause the Contractor and the Architect to comply with all applicable laws, regulations and rules governing the design, construction and completion of the Stadium Improvements, including but not limited to, those relating to ADA. BSLP shall cause the Contractor to make good faith efforts in contracting for services and/or materials to achieve the minority and women employment representations in each applicable trade area as established by the U.S. Department of Labor for the Standard Metropolitan Statistical Area that includes Hillsborough County. When practicable, the Contractor shall make use of the County's policies and procedures regarding the utilization of Disadvantaged Minority/Disadvantaged Women Business Enterprises and Small Business Enterprises, to identify prequalified subcontractors with whom to contract in order to facilitate achievement of such minority and women participation.

B. BSLP shall also comply with: (i) Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance), as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices; and (ii) the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented, which laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

- 6. <u>Authority</u>. The President/CEO of TSA has been authorized by TSA to exercise day to day decision making on behalf of TSA relating to the Stadium Improvements, subject to the limitations and specific provisions of the Resolution granting such authorization. Upon adoption of such Resolution by the TSA board, any directive, consent or decision relating to this Agreement and its performance bearing the signature of the President/CEO shall carry a presumption that it is valid and enforceable as an act of TSA.
- 7. Sales Tax Savings on Specific TSA Direct Purchases. BSLP may, in its sole discretion, make written requests for TSA to direct purchase certain specific material and equipment for the Stadium Improvements that shall be owned by TSA or the County in order to exempt such purchases from the imposition or collection of sales tax pursuant to Section 212.08(6), Florida Statutes, and Rule 12A 1.094(1)(b), F.A.C. Any such request shall be subject to approval by TSA, which approval shall not be unreasonably withheld or delayed. In the event BSLP makes such a written request, in its sole discretion, and the purchase arrangements for such specific material and equipment hereunder should ever be disapproved by the Florida Department of Revenue (the "FDOR"), or held to be invalid by a final, non-appealable judicial order, then TSA shall pay any applicable sales taxes on the requested purchases, plus any interest and penalties, subject to other applicable terms hereof. The obligations of TSA under the terms of this Section 7, and specifically its duty to directly purchase any item hereunder, are strictly conditioned upon BSLP (i) establishing a non-recourse revolving line of credit in favor of TSA, and in form acceptable to TSA, in the amount of such purchase orders and (ii) following the TSA procedures for processing direct purchases hereunder, which procedures are attached hereto as Exhibit D, and which are hereby agreed to by BSLP. Moreover, BSLP agrees that it will not request or be entitled to any reimbursement pursuant to Section 4 of this Agreement for any Stadium Improvements or portion thereof purchased directly by TSA pursuant to this Section 7.

#### 8. Indemnification.

A. Only with respect to the specific Stadium Improvements governed by this Agreement, BSLP shall defend, indemnify and hold harmless TSA, the City, the County,

their officers, employees, and agents (collectively, the "Indemnitees") from and against any and all losses, liabilities, costs, expenses, damages, claims, demands, actions, suits, judgments and other obligations, including without limitation, reasonable attorneys' fees, expenses and court costs at an administrative level, administrative hearings, trial and all appellate levels (collectively, "Adverse Consequences") arising from or as a result of, or in connection with, any action or claim by a third party, including the FDOR, (i) asserting that the requirements of Section 287.055 or 255.20, Florida Statutes, TSA's enabling act or other applicable procurement or tax laws or regulations have been violated as a result of the Parties' adoption or implementation of the procedures for the design, construction and completion of the Stadium Improvements as provided in this Agreement, including, but not limited to TSA's direct purchase of certain material and equipment for the Stadium Improvements as set forth in this Agreement, or any action taken by TSA in connection therewith, (ii) asserting that sales taxes, penalties or interest are due and payable on TSA's purchase of certain material and equipment pursuant to this Agreement, or (iii) creating any occurrence or event under this Section 8 resulting in a duty of TSA to pay sales taxes. penalties or interest.

- B. Only with respect to the specific Stadium Improvements governed by this Agreement, BSLP shall also defend, indemnify and hold harmless the Indemnitees from Adverse Consequences arising from a negligent act or omission by BSLP or Contractor, or their officers, agents, employees, contractors, guests and invitees, or the breach in the performance of BSLP or Contractor under any contract relating to the Stadium Improvements, including purchase orders or other documentation for the design, insurance, fabrication, delivery, installation or construction of such material and equipment, including claims for personal injury, death or property/equipment damage.
- C. Any third party claim described in Sections A and B above is hereafter defined as a "Third Party Claim."
- D. In the event of a Third Party Claim, the Indemnitees shall promptly notify BSLP thereof in writing; provided, however, that no delay on the part of the Indemnitees in notifying BSLP shall relieve BSLP from any obligation hereunder unless (and then solely to the extent) BSLP thereby is prejudiced.

- E. BSLP shall have the right to defend the Indemnitees against the Third Party Claim with counsel of its choice satisfactory to the Indemnitees so long as (i) BSLP notifies the Indemnitees in writing within fifteen (15) calendar days after the Indemnitees have given notice of the Third Party Claim that BSLP shall defend the Indemnitees from and against the entirety of any Adverse Consequences the Indemnitees may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim, and (ii) BSLP conducts the defense of the Third Party Claim actively and diligently.
- F. So long as BSLP is conducting the defense of the Third Party Claim in accordance with Sections 8A through 8E above, (i) the Indemnitees may retain separate co-counsel at their sole cost and expense and participate in the defense of the Third Party Claim, (ii) the Indemnitees shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of BSLP, and (iii) BSLP shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnitees.
- G. If any of the conditions in Sections 8A through 8E above is or becomes unsatisfied, however, (i) the Indemnitees may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner they may deem appropriate (and the Indemnitees need not consult with, or obtain any consent from, BSLP in connection therewith), (ii) BSLP shall reimburse the Indemnitees promptly and periodically for the costs of defending against the Third Party Claim (including, without limitation, reasonable attorneys' fees, expenses and court costs at an administrative level, administrative hearings, trial and all appellate levels), and (iii) BSLP shall remain responsible for any Adverse Consequences the Indemnitees may suffer resulting from, arising out of, relating, to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this Section 8.

- H. So long as BSLP is conducting the defense of any Third Party Claim in accordance with Sections 8A through 8E above, the Indemnitees shall provide reasonable assistance to BSLP in the defense of such Third Party Claim.
- I. The duty of BSLP to indemnify and defend provided herein shall extend to any claim, demand, suit or charge made to or against TSA by any licensee, promoter or sponsor of any Stadium Event referenced in Sections 2E, 2G, 2H and 3C of this Agreement which arises from or relates to a failure of BSLP to perform under terms of said Sections, including but not limited to claims for economic losses.
- J. The Parties agree and stipulate that this Agreement does not constitute a "construction contract" under the provisions of Section 725.06, Florida Statutes.

# 9. Maintenance of Stadium Improvements/Increased Costs.

A. BSLP shall reimburse TSA for any incremental increase in the operations and maintenance costs (including Capital Repair costs and the cost of security, storage, insuranceand taxes) incurred by TSA as a result of (i) any enlargement, addition or improvement to, or substitution for, any TSA Currently Scheduled Base Repair and Improvement Obligations listed on Exhibit A, and (ii) any other Stadium Improvements not listed on Exhibit A (such costs are collectively referred to as the "New Maintenance Costs"). Such increase, if any, shall not exceed the actual costs, without markup, for such services and expenses anywhere else in the Stadium and shall be mutually determined by the TSA and BSLP as described herein. BSLP shall not be responsible for actual, assessed consumer price index type escalations or increased governmental or regulatory assessments on the current value of items constituting TSA Currently Scheduled Base Repair and Improvement Obligations listed on Exhibit A, including such escalations and increases imposed upon operations and maintenance costs thereon. BSLP shall be responsible for actual, assessed consumer price index type escalations or increased governmental or regulatory assessments on any enlargement, addition or improvement to, or substitution for, any TSA Currently Scheduled Base Repair and Improvement Obligations listed on Exhibit A, and on all other Stadium Improvements, including such escalations and increases imposed upon operations and maintenance costs thereon.

- B. TSA and BSLP agree to cooperate with each other, and with the Architect and Contractor, to explore all opportunities to reduce the New Maintenance Costs. Within sixty (60) days of Final Acceptance of each of the Stadium Improvements, TSA shall provide BSLP with a written good faith estimate of any expected or incurred incremental increase or decrease in the New Maintenance Costs through September 30, 2017 or September 30, 2018, depending upon the date of Final Acceptance. Based on this good faith estimate, as divided by the number of months remaining until September 30, 2017, or September 30, 2018, depending on the date of Final Acceptance, BSLP shall reimburse TSA for the estimated incremental increase in the New Maintenance Costs on a monthly basis within thirty (30) days from TSA's billing.
- C. On or before October 30, 2017, or October 30, 2018, depending on the date of Final Acceptance, TSA and BSLP shall meet to review the actual New Maintenance Costs for the period described in Section 9B. At that time, TSA and BSLP will undertake a "true up" accounting of the amount of the actual New Maintenance Costs against the estimated amounts described in Section 9B to adjust for the difference in such amounts. TSA shall then either bill or issue a refund to BSLP for the previous billings based upon the true up. Such bill or refund shall be paid within thirty (30) days of completion of the true up.
- D. TSA and BSLP shall continue to monitor incremental increases and decreases in the New Maintenance Costs and TSA shall annually adjust monthly billings for the following year based upon estimates in the same manner as provided in Sections 9A and B. TSA and BSLP shall also, annually, in the same manner as provided in Section 9C, true up the amount of the actual New Maintenance Costs against the estimated amounts and either submit an annual billing or refund as provided in Section 9C.
- E. The non-highlighted items described in <u>Exhibit A</u> represent items that BSLP will not require TSA to replace prior to the expiration of the current Term of the Stadium Agreement which is January 31, 2028. BSLP agrees to pay the incremental increase in the New Maintenance Costs on these items.

- F. The items highlighted in yellow on Exhibit A are being replaced three (3) years prior to the current TSA replacement schedule. As a result, all items highlighted in yellow on Exhibit A are the items that BSLP will not require TSA to replace prior to the expiration of the current Term of the Stadium Agreement which is January 31, 2028. However, in the event of a premature failure of these items prior to September 30, 2025, TSA shall be responsible for these items in accordance with the terms of the Stadium Agreement. Between October 1, 2025 and the expiration of the current Term of the Stadium Agreement which is January 31, 2028, BSLP will be responsible for replacement of these items in the event of premature failure. Further, BSLP agrees to pay the incremental increase in the New Maintenance Costs on these items.
- G. All items highlighted in pink on <u>Exhibit A</u> will be governed by the terms of the Stadium Agreement; provided however, that BSLP agrees to pay the incremental increase in the New Maintenance Costs on these items.
- H. In addition to the agreement of BSLP to reimburse TSA for any incremental increase in the New Maintenance Costs as outlined in this Section 9, BSLP agrees that TSA shall have no obligation to replace any of the Stadium Improvements completed by BSLP pursuant to this Agreement through January 31, 2028, except as to the items in <a href="Exhibit A">Exhibit A</a> specifically provided for in Sections 9F and G above.
- I. Nothing in this Agreement is intended to relieve TSA or BSLP of their obligations under Sections 9, 12 or 13 of the Stadium Agreement, or of any other obligations under the Stadium Agreement, unless specifically provided for or authorized hereunder.
- J. TSA shall have the right to dispose of any old or unused equipment, including but not limited to concessions equipment, that is removed from the Stadium as a result of the Stadium Improvements. BSLP and the Contractor will complete the process of removal and disposal, in coordination with TSA. Any net proceeds collected from this disposal process relating to concession equipment will be used by TSA, with approval of BSLP, for future concessions related Capital Improvements to the Stadium (not part of the Stadium Improvements described herein). Any net proceeds collected from this disposal

process relating to non-concession equipment will be controlled by TSA, and used for future Capital Improvements to the Stadium (not part of the Stadium Improvements described herein).

- 10. BSLP Financial Contribution. BSLP agrees that its financial commitment to perform enhancements to the Stadium shall, at a minimum, double match and enhance the \$14,500,000 contribution of the TSA provided for in Section 4A of this Agreement to at least \$29,000,000, net of TSA's reimbursements. Assuming the Parties reach an agreement on Schedule 2, BSLP agrees that its financial commitment to perform enhancements to the Stadium shall, at a minimum, double match and enhance the \$14,333,975 contribution of the TSA provided for in Section 4B of this Agreement to at least 28,667,950, net of TSA's reimbursements. BSLP will endeavor, at its option, to contribute additional funding that would increase the value of all Stadium Improvements to an amount in excess of \$100,000,000. All Stadium Improvements to be completed by BSLP will be included as part of Schedule 1 and Schedule 2.
- 11. Design Review, Project Administration and Legal Costs. All reasonable costs and fees paid by TSA to its design review consultants, its project administration consultants and its attorneys in connection with TSA's performance of its obligations and rights hereunder, up to the amount of \$1,371,000, shall be funded out of TSA's total reimbursement for the TSA Improvements as described in Section 4 to this Agreement. BSLP shall have the right to review all invoices from design review and project administration consultants as they are generated. On at least a monthly basis, BSLP shall be provided with a running total of fees and costs incurred by TSA for its attorneys. TSA shall pay all such costs directly and deduct the amount thereof from TSA's reimbursement obligation set forth in Section 4 hereof; provided that the full amount of \$1,371,000 shall be maintained by TSA for direct payments pursuant to this Section, and shall be deducted from the total reimbursement obligation, leaving an interim obligation of \$27,462,975, until such time as the Stadium Improvements have achieved Final Acceptance under provisions of Exhibit B hereto, whereupon, any remaining balance of the \$1,371,000 shall be reimbursed to BSLP for the purposes described in, and subject to satisfaction of the

terms and conditions of, Section 4 of this Agreement. Any reasonable costs and fees that TSA plans to incur over and above the amount of \$1,371,000 must be pre-approved in writing and reimbursed by BSLP, which approval and reimbursement must not be unreasonably withheld or delayed. In addition to the foregoing costs, it is agreed that, due to the shortness of time available to meet certain construction deadlines relating to improvements required to host the NCAA College Football National Championship Game, TSA will need to begin design work on certain TSA Currently Scheduled Base Repair and Improvement Obligations in advance of design or construction work contemplated to be done by BSLP hereunder, the costs of which shall be paid directly by TSA and deducted from the total amount to be funded out of TSA's total reimbursement for the TSA Improvements as described in Section 4 of this Agreement, which cost shall be in addition to and not deducted from the \$1,371,000 provided for in this Section; provided that, as to the design costs provided for in the preceding sentence, TSA shall limit said costs payable from the total amount of the TSA obligation to reimburse as described in Section 4 of this Agreement to a not to exceed amount of \$230,000 if incurred on or before January 18, 2016.

# 12. Post Construction Contract Administration.

A. Subsequent to Final Acceptance of the Stadium Improvements pursuant to Section 31 of Exhibit B hereto, TSA shall monitor the Stadium Improvements during its normal maintenance inspections, and serve as a claims administrator for any warranty claims, claims for latent defects, or other construction related claims relating to all Stadium Improvements. With respect to those materials and equipment purchased directly by TSA pursuant to Section 7, TSA, as the direct purchase consumer, will enforce all warranty claims, claims for latent defect, or other construction related claims relating to such material and equipment. However, in the event legal action is required to enforce warranty claims, claims for latent defects or other construction related claims relating to any Stadium Improvements, including those directly purchased by TSA, such legal action will be pursued by BSLP at its sole expense. As part of such legal action, TSA shall assign its claims and causes of action relating to those TSA direct purchase items to BSLP.

- B. In the event TSA determines that legal action is necessary as to the matters set forth in 12A, TSA shall provide written notice to BSLP, whereupon BSLP shall diligently commence and pursue such action as is required and reasonably necessary to address the matter. Should BSLP fail or refuse to take and diligently pursue legal action as deemed necessary by TSA, TSA may, at its option, commence and pursue such action in its own name as it deems necessary to safeguard, protect or preserve the Stadium Improvements and the Stadium itself. Service by TSA in the claims administration capacity or through enforcement or legal action shall in no way cause a waiver of any rights or remedies available to TSA, at law or equity.
- C. BSLP shall reimburse TSA for all third party costs reasonably incurred by TSA, including but not limited to legal, architectural, engineering and other professional or expert costs and fees incurred by TSA in relation to or arising from its enforcement and claims administration activities as set forth in this Section 12A and B, relating to all Stadium Improvements, whether directly purchased by TSA or not; provided BSLP is given five (5) days advance written notice of TSA's intent to incur these third party costs. In emergency situations, TSA shall provide BSLP with reasonable advance written notice of TSA's intent to incur these third party costs.
- 13. <u>Buccaneers Home Games.</u> Notwithstanding the provisions of Section 7(b) of the Stadium Agreement, commencing in the Lease Year commencing February 1, 2016, and continuing through each Lease Year, including all Lease Years subject to the Renewal Terms set forth in Section 45 of the Stadium Agreement, BSLP shall have the right during each Season to exhibit one (1) Buccaneers' home pre-season game at (i) an international game site as designated by the National Football League, (ii) a game site in any other National Football League city or (iii) a site in the State of Florida other than the Stadium, without any other geographic restrictions, in addition to the one (1) Buccaneers' home game currently permitted without geographic restrictions under Section 7(b) of the Stadium Agreement, with no financial cost to BSLP under the terms of this Agreement or the Stadium Agreement.

# 14. Non-Manifested Legends Club.

A. A proposed Legends Club concept is attached hereto as Exhibit E (the "Legends Club"). TSA shall not include any Legends Club seats, tickets, or passes on any ticket manifest for any event and there shall be no charge to BSLP for any seats, tickets or passes and all revenues shall accrue to BSLP. BSLP shall provide TSA with the specific number and location of such Legends Club seating on or before January 11, 2016. BSLP shall have the option, in its sole discretion and at any time, to increase the proposed 634 seats in the Legends Club concept up to 750 seats by adding additional suite space to the concept. In that event, BSLP shall add this additional suite space north of the south end zone's 20 yard line. BSLP shall have the right to license the use of such Legends Club seats, tickets, suites and passes for all Stadium Events on a full season basis. In the event there is unsold inventory for full season members, sales would be permitted on a per Stadium Event basis in the same manner as currently conducted between BSLP and TSA for Luxury Suites under terms of Section 6 (i) of the Stadium Agreement. In the event views from the Legends Club seats are obstructed for Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events, BSLP shall first move the Legends Club members to unsold Luxury Suites in the Stadium. In the event there are not enough unsold Luxury Suites in the Stadium to accommodate the obstructed Legends Club seats, then TSA shall provide a corresponding number of Club Seats for such events at no cost to BSLP. The above referenced protocol for obstructed views shall only apply to the first 634 seats in the Legends Club concept.

B. In the event BSLP changes the Legends Club concept from an "all inclusive" scating space, this space shall then be treated as Luxury Suites under Section 6 (i) of the Stadium Agreement for purposes of ticket pricing, ticket sales and ticket revenues, and any food and beverage commissions received from the concessionaire on said space shall be considered as concessions under terms of Section 6 (b)(i) of the Stadium Agreement.

# 15. This Section Left Intentionally Blank.

16. Use of Facilities By Others. With the exception of areas to which BSLP is granted exclusive access and use rights in the Stadium Agreement, and by virtue of this Agreement or other written agreements binding upon the Parties, including without limitation the Team Space, Team Store, BSLP's Locker Room, the Owner's Suite, Legends Club Suites and Luxury Suites assigned to the TSA and the TSA Suite, TSA and all Stadium Event licensees will have full access and use of all Stadium Improvements identified in Schedule 1 and Schedule 2 without need for said licensees to amend their agreements with TSA and without additional charge other than actual costs associated with any additional personnel required for licensee's use of any Stadium Improvements. In addition, there will be no restrictions on TSA or its Stadium Event licensees for one day, temporary advertising on Video Boards or public address system nor any restrictions on BSLP's other rights to advertising and marketing under the terms of the Stadium Agreement. Notwithstanding the foregoing, BSLP agrees that BSLP's Legends Club Suites will be available for use by TSA for catered functions, subject to prior written approval by BSLP, which approval shall not be unreasonably withheld or delayed. All Revenues from such catered functions shall be treated as Revenues pursuant to Section 10 of the Stadium Agreement.

### 17. This Section Left Intentionally Blank.

18. Practice Area Improvement Allowance. The Parties agree that the balance of the Practice Area Improvement Allowance previously escrowed by the TSA is \$11,663,542.20. As a material inducement for TSA, the City and the County to enter into this Agreement, BSLP agrees that, as consideration for TSA, the City and the County entering into this Agreement, any and all responsibilities of TSA, the City and the County relating to the Practice Area and the balance of the Practice Area Improvement Allowance as provided for in Section 6(g) of the Stadium Agreement, the Practice Area Development and Lease Agreement and any other agreements between TSA and BSLP related thereto that BSLP has previously asserted have not been satisfied, shall be deemed satisfied and fully performed.

- Buccaneers' Events. Commencing on the Effective Date of this Agreement, and continuing through each Lease Year, including all Lease Years subject to the Renewal Terms set forth in Section 45 of the Stadium Agreement, the 50% 50% split for Revenues in excess of \$2,000,000 from Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events described in Section 10 and referenced in Section 46(b) or any other Section of the Stadium Agreement shall be modified so that TSA receives 67% and BSLP receives 33% of the Revenues above \$2,000,000 up to \$3,500,000. Any such Revenues in excess of \$3,500,000 would be split with TSA receiving 50% and BSLP receiving 50%.
- 20. No Agreement on Schedule 2. In the event TSA and BSLP are unable to reach an agreement on Schedule 2 in accordance with Section 2 of this Agreement:
- A. All rights and obligations pertaining to <u>Schedule 1</u> Stadium Improvements shall remain in full force and effect;
- B. Section 18 of this Agreement regarding the Practice Area Improvement Allowance shall remain in full force and effect;
- C. In accordance with Section 4 of this Agreement, TSA shall remain obligated to reimburse BSLP for those <u>Schedule 1</u> improvements Eligible for Reimbursement up to \$14,500,000; provided, however, that the amounts payable by TSA under this Section shall be reduced by costs paid by TSA pursuant to Section 11 of this Agreement;
- D. The Parties rights and obligations under Section 9 of this Agreement with respect to Schedule 1 Stadium Improvements, including BSLP's obligation to pay New Maintenance Costs relating to the Schedule 1 Stadium Improvements, shall remain in full force and effect;
- E. Section 13 of this Agreement shall be deemed modified so that BSLP will have the right to exhibit one (1) additional Buccaneers' home pre-season game as described in Section 13 of this Agreement in any six (6) of the remaining twelve (12) years of the current Term of the Stadium Agreement and in any three (3) of the remaining five (5) years of any Renewal Term as described in Section 45 of the Stadium Agreement;

provided, however, that this right shall not be exercised in back to back years without the mutual written agreement of TSA and BSLP;

- F. Section 14 of this Agreement shall be deemed modified so that only 317 seats will comprise the original Legends' Club concept and BSLP shall only have the option, in its sole discretion and at any time, to increase the proposed 317 seats in the Legends' Club concept up to 375 seats by adding additional suite space to the concept;
- G. Section 16 of this Agreement regarding the Use of Facilities By Others shall remain in full force and effect as to all Stadium Improvements identified on <u>Schedule 1</u>; and
- H. Section 19 of this Agreement regarding Revenues from Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events shall remain in full force and effect.
- 21. <u>No Modification</u>. In the event of a conflict between any of the terms of this Agreement and the Stadium Agreement, the terms of this Agreement shall control and supersede.
- 22. <u>Time of the Essence</u>. Time is of the essence in the performance of all Parties' obligations contemplated hereunder. BSLP shall cause a "Time of the Essence" clause, as well as default provisions, to be placed in the Contractor's Agreement.
- 23. Adoption of Certain Definitions. All terms used in this Agreement in capitalized form, unless otherwise defined in this Agreement, shall have the same meanings as ascribed to them in the Stadium Agreement.
- 24. <u>Designation of Affiliate</u>. The Parties agree that BSLP has the right to designate an affiliated entity to administer the design and construction obligations assumed by BSLP under the terms of this Agreement. Should BSLP exercise said right, it shall provide the TSA, the City and the County with authorization to deal directly with said affiliate as well as specific contact persons and full contact information, whereupon any communication by TSA, the City or the County with said entity shall be deemed to be

communication with BSLP for purposes of this Agreement. However, such designation shall not alter BSLP's obligations under this Agreement.

25. Governing Law and Dispute Resolution. This Agreement shall be governed and enforced in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be resolved by a court of appropriate jurisdiction in Hillsborough County, Florida.

IN WITNESS WHEREOF, the Parties hereto have signed and dated this Agreement as of the day and year first above written.

TAMPA SPORTS AUTHORITY

Name: Eric Hart

Title: President/CEO

Approved as to Form and Legality As to Tampa Sports Authority

Steven A. Anderson, General Counsel

**BUCCANEERS FOOTBALL STADIUM** LIMITED PARTNERSHIP, a

Delaware limited partnership

By: Buccaneers Stadium Corporation, a Delaware corporation, its General Partner

Name: Brian A. Ford

Title: Chief Operating Officer and

**Authorized Agent** 

The execution of this at was authorized

ATTEST:

CLERK OF THE CIRCUIT COURT

By: Milano K. D

Deputy Clerk

HILLSBOKOUGH COUNTY, FLORIDA

Lesley "Les" Miller Jr., Chair

Hillsborough County Board of **County Commissioners** 

APPROVED BY COUNTY ATTOR! As To Form And Legal Sufficience

**BOARD OF COUNTY COMMISSIONERS** HILLSBOROUGH COUNTY FLORIDA DOCUMENT NO. 15 -1170

32

### STADEUM RENOVATION AGREEMENT TSA TSA Countries Schooled Rose Rossic and Improvement Obligations Cont STATE AND Carpet Clubs and Lower Gulleries \$400,500 Clab Furnishings \$894,855 **Naplace Club Seat Bottoms** \$1,049,000 Septem Club Sent Cupholders \$169,000 **Test and Balance** \$17,000 , 1917 \$4.254.900 Carpet Scites & Suite Hallyrays \$597,200 Interior Renovation of Elevators \$62,000 Adte Participa \$2,006,000 Sidir (ce Malors (23,10) Aufter Helitiganstors \$225,500 **Billin Well Covering** \$944,000 **Test and Balance** \$30,000 AUDIO VIELLIL SYSTEM \$15,571,000 phon Mutal Siding on Scoreboard MD Videobourd Replacement \$2,491,784 Upgrade Video Board to 160' x 60' \$5,000,000 \* Whiten Boards and Clocks \$000,000 Control House Renovation and Equip \$2,400,000 lessell the Array Speedore in South Speedor Chapter Occount Main Concourse Speciars Replacement \$200,000 Tulophian Stabilistics Uppede Repair of partiers of tolerision cobie and apilities in sulini Implices all refeatsions to facility, lycholing ensuring sous palate to the conference (College of the Art Lines for College and College JF 1111 BTIL bitetors and Emorgy bilotors and all enquired Software and SACRATE . \$22,500 \$24,600 \$00,000 **Systems Work Area Air Handler Upgrade** Quad CAir Handlars Vertable Spread Dalogs Chile Vertable Air Valuene Soume Desapors and Installation Air Hundler Duck Treating and Receibing Corrections Install 26 Ton Part Call Unit, additional Vertalde Als Valutor Lot, \$17,000 \$7,000 \$27,000 \$27,000 \$4,000 \$4,000 \$4,000 Supplectment of Sheham Air Handler and Controls Club and TSA Office Thorosophia Upgrade Main Amp Room Air Conditioning Replacement Main Telephone Hoom Air Craulitioning Replacement and Main Bodio Room Air Conditioning Applecement and Upgrade 34 Hour Command Air Conditioning Repletement and Upgrade Money Room Stand-alone Street Reposition System Merciar Equipment Rooms Air Hundler Units Trafficessout Proce Day Pain Gulf Units Smalesterant \$45,500 \$6,500 wel Broadward Conthes Booths For Call Unit Replacement

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### STADIUM RENOVATION AGREEMENT

### **Exhibit B**

### Design Documents Review and Construction Protocol and Procedures

### Documents Review Phase<sup>1</sup>

- 1) BSLP shall provide TSA notice at least fourteen (14) days prior to the date it intends to submit one set each of 100% construction documents to TSA for review. These documents shall be forwarded in electronic format for distribution by BSLP to TSA's Design Review Consultant and six half sized drawing sets and six sets of specifications in hard copy format shall also be provided directly to TSA for use by its staff. TSA's obligation to review the 100% construction documents as described herein shall not commence until TSA has executed a design consulting agreement with Populus. TSA shall execute its design consulting agreement with Populus no later than three (3) days after the City and County execute this Agreement. Any earlier review of the 100% construction documents can only proceed by written agreement between TSA and BSLP.
- 2) Within twenty-one (21) days of receipt of 100% construction documents, TSA shall provide BSLP with written comments on design, materials, and maintenance.
- 3) Within fourteen (14) days of TSA providing the written comments to BSLP required by Paragraph 2 above, the Architect shall provide any comments responsive to TSA's comments on the 100% construction documents, which shall include specific and actionable suggestions for incorporation of the TSA comments into the design. Value engineering suggestions along with the cost impact prepared by the Contractor shall also be submitted to TSA for review and comment. All TSA concerns shall be discussed and solutions agreed upon in writing during this phase.
- 4) Upon reaching an agreement on the suggestions required by Paragraph 3 above, BSLP's Architect shall, within twenty-one (21) days, submit revised drawings and specifications to TSA in electronic and hard copy format, as previously defined, for review for compliance with all previous comments for TSA approval. These documents

<sup>&</sup>lt;sup>1</sup> All Parties acknowledge that the Design Documents Review will be separated into two phases, whereby the Documents Review Phase for 2016 Stadium Improvements (Schedule 1) will be completed prior to the commencement of the Documents Review Phase for 2017 Stadium Improvements (Schedule 2). For partial work requiring phased approvals, document review periods shall apply to each submittal.

will now represent the final Drawings and Specifications. BSLP shall provide to TSA for its review one electronic and six final half sized hard copy sets of the final Drawings and Specifications. Either final approval, or additional comments regarding incomplete or missing correction of previously addressed items, will be submitted in writing by TSA to BSLP within fourteen (14) days of receipt of the final Drawings and Specifications.

- 5) In the event of a dispute between TSA and BSLP regarding the approvals contemplated by paragraphs 1 through 4 hereof, the dispute shall be referred to a Project Neutral or other arbitration service, to be selected by mutual agreement of TSA and BSLP, for binding arbitration which arbitration shall take place in Tampa, Florida within five (5) business days of either party's written demand. Arbitration shall not last more than two (2) consecutive days. In any binding arbitration conducted under this Paragraph, the Project Neutral or arbitrator shall be required under its agreement with TSA and BSLP to render a final written decision within three (3) calendar days of the conclusion of the binding arbitration.
- 6) Subsequent to this TSA approval process, any future drawings and specifications that materially change the Stadium Improvements, including design changes made through Change Orders under the Contractor's Agreement or otherwise, shall require TSA review and approval in accordance with the above-referenced protocol. For partial work requiring phased approvals, future phases shall incorporate 100% approved drawings and specifications from the previous phase.
- Conditions to make sure all Stadium operational and security procedures will be incorporated into the Contractor's Agreement and that the schedule of events described in <a href="Exhibit C">Exhibit C</a> is incorporated into the construction schedule (construction Drawings, Specifications, General Conditions, and schedules shall at times be referred to as "Contract Documents"). Contract Documents shall also outline the procedure by which the Contractor will be required to formally document preconstruction conditions in designated electronic media and its policy for restoring the Stadium to its previous condition when construction is complete. The requirements for the close out documents will be reviewed during this Contract Documents review phase and will be included in the Contractor's Agreement.

- 8) TSA agrees that permitting and demolition work for the Stadium Improvements can proceed during the design reviews described in paragraphs 1 through 4 above. However, the final Drawings and Specifications must be approved in writing by TSA prior to the start of construction.
- 9) Upon its acceptance of the Contract Documents, TSA shall provide to BSLP written authorization to proceed with finalizing negotiations of the Guaranteed Maximum Price Amendments to the Contractor's Agreement.

### **Contract Negotiation Phase**

- 10) TSA shall designate (to be included in the Contractor's Agreement) specific areas for interior and exterior storage (if allowed) and designate approved staging areas, delivery procedures, and allowed hours of construction.
- 11) TSA, based upon the Scope of Work, may require the services of third party vendors for cleaning and security generated by the additional activities of the project. These additional costs shall be reimbursed by BSLP to TSA without additional mark-up outside of sales tax.
- 12) BSLP shall assure that all utilities that are consumed directly as a result of these construction activities are monitored in such a way that the expense of power, air conditioning, lighting, sewer, garbage and water is assigned to the cost of the project and the burden of the construction related expense of utilities is not borne by TSA. If paid by TSA, this cost shall be deducted from the total obligation of TSA under the Agreement.
- 13) If multiple contracts are to be awarded, a single source of responsibility must be assigned to coordinate activities of all contractors and the TSA shall be notified in writing as to how this will be administered.
- 14) Once approval is given to finalize the Contractor's Agreement, but prior to its execution, TSA and its attorney shall review a draft of the final proposed agreement for compliance with all TSA concerns and requirements.
- 15) Within fourteen (14) days of receipt, TSA will submit to BSLP written comments on the Contractor's Agreement. Within ten (10) days, a draft of the Contractor's Agreement incorporating the comments shall be resubmitted to TSA for final approval.

16) If approved by TSA, which approval shall not be unreasonably withheld or delayed, written authorization to execute the Contractor's Agreement will be issued to BSLP. Within seven (7) days of execution of the Contractor's Agreement, three bound and printed copies, along with one copy in electronic format, will be distributed to TSA along with Contractor's insurance documents, payment and performance bonds, a list of subcontractors and the construction schedule. Once received, TSA will give written approval for BSLP to issue a Notice to Proceed to Contractor.

### **Construction Phase**

- 17) A formal preconstruction meeting with the Contractor shall be held with the TSA representative(s) in attendance.
- 18) Progress construction team meetings shall be held at least weekly with TSA representatives(s) in attendance. The TSA representative shall also participate in each post meeting walk through and may elect to also attend the Contractor's meeting with its subcontractors.
- 19) Written minutes of all progress and construction meetings shall be provided to TSA within 48 hours for review and comment. If TSA requests revisions or corrections to said minutes, the revised minutes shall be resubmitted within the following 48 hours.
- 20) The TSA representative(s), designated TSA staff, designated TSA cleaning contractor staff, and designated TSA security contractor shall have unrestricted access to the construction site at all times. TSA acknowledges that when accessing the site all entities shall abide by the Contractor's safety procedures.
- 21) Upon issuance of the Notice To Proceed, TSA shall receive a copy of the Contractor's Schedule of Values and shall receive any and all updates or revisions to the Schedule of Values throughout the duration of the project. TSA will be allowed to review all Contractor Applications for Payment prior to approval by Architect. Any concerns with the requested dollar amount as it pertains to the Schedule of Values and the observation of the to-date progress shall be discussed with Architect and BSLP and the Application for Payment adjusted accordingly. Payment shall not be issued for work that is not started or is incomplete. Any offsite materials must be secured in an insured,

bonded, environmentally conditioned warehouse. Copies of proof of insurance and bonding, as well as delivery tickets, invoices and certificates of payment, will be submitted to TSA at such time of each occurrence. TSA and its authorized representatives will be allowed access to this warehouse(s) at any time, upon 48 hours prior written notice, for purposes of inspection and verification of stored inventory. If the warehouse is located more than 35 miles from the jobsite, any travel expense incurred by TSA and its authorized representatives will be included in the Cost of the Work under the Contractor's Agreement.

- 22) TSA shall receive written copies of all RFI's, Field Orders, Change Orders and Change Directives as they are issued. Prior to issuing a Change Order, Change Directive or Field Order, TSA shall be notified and any concerns addressed for incorporation by BSLP.
- 23) TSA shall be included in the distribution list for the shop drawing and submittal approval process.
- 24) The TSA representative(s) shall be present at all fire marshal and building official progress inspections and shall receive written copies of resulting reports, approvals or sign offs.

### Close out Phase

- 25) The TSA representative(s) shall be in attendance at punch list walk through and shall also provide input for items to be included in punch list.
- 26) The TSA representative(s) shall be provided with a copy of all punch lists and punch list progress reports at the time they are issued to the Contractor.
- TSA shall be provided with three complete sets of all close out documents and as built drawings in hard copy and one set in electronic media. Close out documents must comply with the directions outlined in the Contract Documents. If discrepancies are noted, TSA shall report them in writing to BSLP and the documents shall be corrected, amended and resubmitted.
- 28) TSA and BSLP shall negotiate and coordinate the receipt of all attic stock items required by the Contractor's Agreement. The requirements for the attic stock items

will be reviewed prior to BSLP signing the Contractor's Agreement. No items shall be turned over to TSA prior to TSA submitting a designated place and time of delivery.

- 29) A final walk through with TSA shall be conducted at Substantial Completion to assess post construction building conditions within the limits of the project and designated circulation areas to determine what corrective actions must take place. TSA will participate in identifying and negotiating items requiring correction or restoration. A written list of items and required schedule will be submitted to the Contractor, with copies to TSA, within 48 hours.
- 30) TSA shall be notified of BSLP's intent to issue notice of final payment and release of retainage to the Contractor. TSA will review and approve same in writing prior to submittal to Contractor, to assure building and grounds are left in acceptable condition and prior noted deficiencies were corrected satisfactorily. Approval by TSA of any form, document or activity as part of this process shall not impose any duty upon TSA; nor shall it relieve BSLP or the Contractor of any duty or obligation.

### Final Acceptance

- 31) Prior to occupancy by BSLP of renovated or constructed areas for their intended use, TSA and BSLP shall perform one final inspection of renovated or newly constructed areas. Any issues or concerns will be submitted in writing by TSA within 48 hours and a written response from BSLP issued within the following 48 hours.
- 32) Delivery of furnishings and/or equipment purchased and managed outside of the Contractor's Agreement (except for direct purchases made by TSA under Section 7 of this Agreement) will be made after official occupancy and subject to a schedule and procedures approved in advance by TSA. Insurance certificates shall be submitted to TSA prior to commencement of work. BSLP shall guarantee that any damage occurring to the building or any contents thereof as a result of deliveries will be corrected and shall oversee the process.
- 33) If during the course of construction the Contractor defaults and the bonding company takes ownership of the project, TSA will be involved in all correspondence and negotiations with the bonding company. BSLP shall insure that the bonding company complies with all procedures outlined in the Contract Documents.

### **Amendments**

34) The terms of this Exhibit B to the Stadium Renovation Agreement may be amended by mutual agreement by and between TSA and BSLP; provided that such amendment(s) shall be in writing, executed by the President/CEO of TSA, or his designee-Vice President and by an authorized officer or agent of BSLP, and further provided that such amendment(s) shall be allowed only with respect to operational and technical terms and matters set forth in this Exhibit B, the amendment of which does not create a material change to any term of this Exhibit B or the Stadium Renovation Agreement.

### STADIUM RENOVATION AGREEMENT

### **Exhibit C**

### Currently and Tentatively Scheduled TSA Income Producing Stadium Events

<u>Currently Scheduled 2016 TSA Income Producing Stadium Events</u> as referenced in <u>Section</u> 3 of this Agreement:

- Monster Jam I (January 16, 2016, or as may be rescheduled to February 13, 2016 due to conflicting BSLP NFL Football Game)
- 2. Monster Jam II (February 6, 2016)
- 3. Sunset Music Festival (May 28-29, 2016)

Anticipated 2017 TSA Income Producing Stadium Events as referenced in Section 3 of this Agreement:

- Monster Jam I (January 14, 2017, or as may be rescheduled to February 11, 2017 due to conflicting BSLP NFL Football Game)
- 2. Monster Jam II (February 4, 2017)
- 3. 2017 Outback Bowl (January 2, 2017)
- 4. 2017 Sunset Music Festival (May 27, 2017)

<u>Tentatively Scheduled 2016 TSA Income Producing Stadium Events</u> as referenced in Section 3C of this Agreement:

- 1. US Women's Soccer Match March 3, 2016
- 2. Concert (TBA) April 30, 2016

TSA agrees that no other Stadium Events will be scheduled during construction of the Stadium Improvements without the prior written approval of BSLP.

### STADIUM RENOVATION AGREEMENT

### Exhibit D

### **Direct Purchase Procedures**

These procedures are designed for the efficient management and implementation of certain purchases of materials and equipment by the Tampa Sports Authority ("TSA") as part of construction activities under that certain Stadium Renovation Agreement to which these procedures are attached as <a href="Exhibit D">Exhibit D</a>. Unless otherwise specifically provided herein, the terms and words herein shall have the same meaning as within the Stadium Renovation Agreement.

### A. Administration.

1. All direct purchases shall be administered by and processed through the office of Vice President of Finance, Tampa Sports Authority. Any request for a direct purchase by BSLP should be addressed to:

David Byrne
Vice President of Finance
Dbyrne@TampaSportsAuthority.com

- 2. In an effort to allow TSA to staff appropriately, BSLP shall provide TSA with a listing of items that will be evaluated for direct purchase by January 31, 2016. This listing will be updated with inclusions/exclusions each month thereafter until the completion of the renovation. This listing will denote the approximate timing of the project/item purchase and will indicate any project/items that will require a pre-bid conference.
- 3. As outlined in Section 7 of the Stadium Renovation Agreement, BSLP will provide to TSA an advance of funds under a non-recourse revolving line of credit sufficient to cover the cost of the direct purchase. This must be accomplished prior to the issuance of any award or purchase order.

### B. Purchases through TSA standard procurement process.

1. At a minimum of 30 days prior to the time when BSLP would like the bids received, BSLP will provide to TSA a completed bid form as approved in advance by TSA. This bid form will indicate a BSLP or Construction Manager representative that can be contacted by the vendors with questions regarding the bid specifications and project. Any changes to the bid form as initially approved by TSA shall be clearly denoted by BSLP for TSA review.

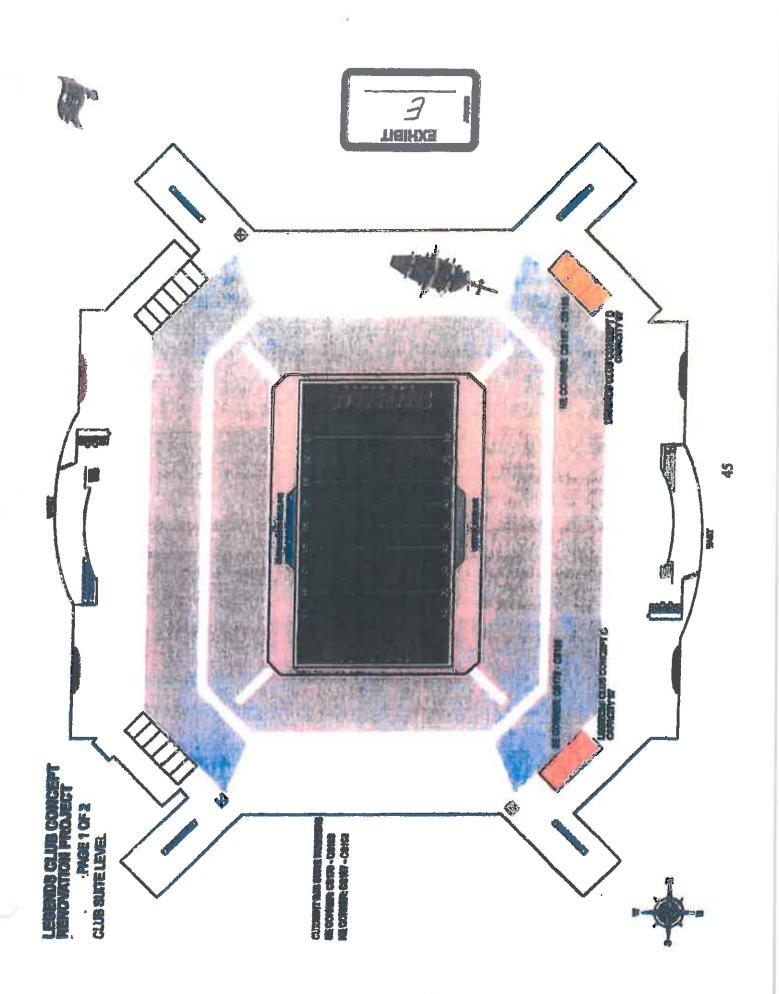
- 2. TSA shall evaluate the completed bid form. If there are no revisions or clarifications deemed necessary by BSLP and acceptable to TSA, TSA shall then advertise the bid in accordance with TSA procurement requirements.
- 3. All written questions and answers provided to BSLP or the Construction Manager representative shall be provided to TSA prior to them being answered, to allow for the proper posting of this information to all potential vendors.
- 4. 10 days after the bid due date, TSA shall evaluate and rank the responsive bids. TSA will provide these rankings to BSLP.
- 5. BSLP will notify TSA in writing within 30 days of the receipt of the rankings if they would like to proceed with the winning bid. TSA will notify all bidders of the selection or cancelation of the bid.

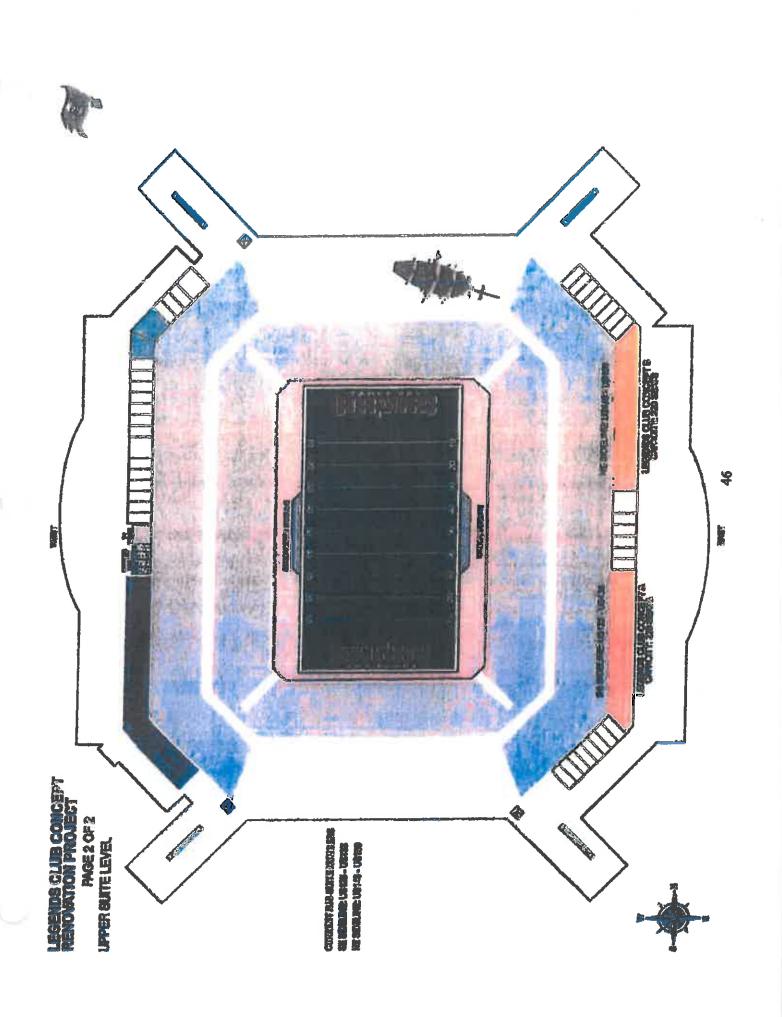
### C. Purchasing through alternative methods.

- 1. In order to minimize costs and insure consistency of quality, style, product and design with existing Stadium features, as well as Stadium Improvements being purchased, constructed or otherwise acquired by BSLP outside of this direct purchase procedure, to the extent practical, TSA will attempt to utilize existing vendors, contractors and professionals contracted by BSLP for the Stadium Improvements; provided, however, that all purchases by TSA hereunder shall be in compliance with laws, regulations or policies applicable to TSA relating to procurement of products, equipment, services, goods and materials.
- 2. In the case of purchases through alternative methods, subject to prior approval by TSA, BSLP's Construction Manager shall negotiate and prepare purchase orders, as agent for the TSA, for the procurement of certain materials and equipment, to be purchased by TSA and incorporated into the project by Construction Manager, that normally would require the payment of Florida sales tax if the purchaser was not a tax-exempt entity ("Materials"). Each purchase order shall define TSA as the purchaser and ultimate consumer of the Materials and will include TSA's state of Florida sales tax exemption number set forth in TSA's Florida Department of Revenue certificate of exemption. TSA will provide Construction Manager with purchase orders for this purpose, including applicable warranty requirements.
- 3. After execution of the purchase orders by TSA, Construction Manager shall submit the purchase orders to the supplier of the Materials (the "Supplier"). TSA will also provide Construction Manager with copies of its certificate of exemption, which Construction Manager shall submit to the Supplier along with the executed purchase orders.

### D. General provisions relating to all purchases.

- 1. Construction Manager shall be responsible for ordering, inspecting, accepting delivery, storing, handling, installing, and quality control for the Materials purchased, all in accordance with the terms and conditions of these procedures.
- 2. Upon submission of the invoice for such Materials by the Supplier to TSA, and approval of the invoice by TSA, BSLP and Construction Manager, the invoice (which shall be made out to TSA and not BSLP or Construction Manager) shall be paid by TSA to the Supplier, contingent upon availability of funds. After payment is made to the Supplier, a deductive Change Order to the Construction Manager's Agreement shall be issued by BSLP and signed by Construction Manager reducing the Guaranteed Maximum Price by the amount of such direct payment to the Supplier and the corresponding sales tax previously included in the Guaranteed Maximum Price for the purchased Materials.
- 3. Materials shall be delivered by Supplier to the project site. Title to the Materials shall immediately be vested in TSA as the ultimate consumer, upon receipt by TSA of said Materials. TSA shall bear risk of loss for any Materials purchased pursuant to the terms hereof commencing upon delivery of the Materials to TSA and terminating when the Materials are incorporated into the Work. BSLP shall obtain, for the benefit of TSA, which shall be listed as an additional named insured, insurance to protect the Materials from risk of loss prior to incorporation by Construction Manager into the Work.
- 4. Once the item is received by the Construction Manager/BSLP, TSA will immediately be provided the receiving documents and accompanying invoice(s). Additionally, TSA will be provided the opportunity to place a property tag on the item.
- 5. Any costs incurred by TSA as a result of a direct purchase process, including, but not limited to advertising, legal fees or additional staff, will be the responsibility of BSLP. TSA will provide notice to BSLP of an estimate of anticipated additional staff costs in advance of incurring these costs.
- 6. The terms of this Exhibit D to the Stadium Renovation Agreement may be amended by mutual agreement by and between TSA and BSLP; provided that such amendment(s) shall be in writing, executed by the President/CEO of TSA, or his designee- Vice President and by an authorized officer or agent of BSLP, and further provided that such amendment(s) shall be allowed only with respect to operational and technical terms and matters set forth in this Exhibit D, the amendment of which does not create a material change to any term of this Exhibit D or the Stadium Renovation Agreement.





PREPARED BY AND RETURN TO:

John I. Van Voris, Esquire
GRAY ROBINSON, P.A.

P. O. Box 3324
Tampa, FL 33601-3324

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RICHARD AKE CLERK OF COURT
HILLSBORDUGH COUNTY
DEPUTY CLERK C DUVILL

Reserved for Clerk

### **OUIT CLAIM DEED**

THIS QUIT CLAIM DEED is made and delivered as of the 30th day of December, 2003, by the TAMPA SPORTS AUTHORITY, a public agency of the State of Florida of 4201 N. Dale Mabry Highway, Tampa, Florida 33607 (the "Grantor"), to HILLSBOROUGH COUNTY, FLORIDA, a political subdivision of the State of Florida whose address is 601 East Kennedy Boulevard, Tampa, Florida 33602 (the "Grantee").

### WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby remises, releases and quit-claims unto the said Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to that certain land situated in Hillsborough County, Florida, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference. Said property is hereinafter referred to as the "Subject Property."

TO HAVE AND TO HOLD the same together with all and singular, the appurtenances thereunto belonging or in anywise appertaining and all estate, right, title, interest, and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use and benefit of the said Grantee, its successors and assigns, forever.

BUT RETAINING AND RESERVING unto Grantor, for itself and for and on behalf of all persons owning or having, now or hereafter at any time and from time to time, a fee simple interest in the parcels of land described on Exhibit "B" attached to and made a part of this Quit Claim Deed (the "Benefited Parcels") or any part or parts thereof including but not limited to the ownership of any condominium unit created on such Benefited Parcels, non-exclusive easements as set forth on Exhibit "C" attached to and made a part of this Quit Claim Deed. It is expressly understood that Grantor has the right in its sole discretion to release all or any part of the easements reserved in this Quit Claim Deed.

This conveyance is subject to those certain stadium agreements described in Exhibit "D" and all matters of record, including without limitation, those matters listed on Exhibit "E" and the interest of Grantee in the Subject Property shall be subject to all such agreements and instruments.

The Grantor is a public agency of political subdivision of the State of Florida exempt from documentary stamp taxes.  AN WITNESS WHEREOF, the Grantor day and year first above written.	the State of Florida and the Grantee is a and, therefore, this Quit Claim Deed is has caused this instrument to be executed the
Witnesses (to both signatures)	AMPA SPORTS AUTHORITY
Print Name: John J. Ven Vozis	Honorable Gwen Miller, Chairman
BYPGINT Hame; John B. Wolch	Honorable Gwen Miller, Chairman
Print Name: John I VAN Berg	Henry G. Saavedra, Executive Director
Print Name: John B. Makile	1
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
The foregoing instrument was acknowledged before me this	
NO	ne:
	John I, Van Vork  MY COMMISSION # DD002343 EXPIRES  JUNE 17, 2005  BONDED THRU TROY FAIM RISURANCE, INC.

## THIS IS NOT A CERTIFICATION COPY

(Conveyance to Hillsborough County, a political subdivision of the State of Florida)

UNIT 1, RJS STADIUM, A COMMERCIAL CONDOMINIUM, together with an undivided share or interest in the common elements appurtenant thereto, according to the Declaration of Condominium recorded in Official Records Book 13412, beginning at page 1613, and any amendments thereto; and according to the plat thereof recorded in Condominium Plat Book 19, beginning at Page 38, all in the Public Records of Hillsborough County, Florida.

### TOGETHER WITH:

The East ½ of the Northeast ¼ of Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida, including all of Chamberlain Field, a subdivision, the plat thereof being recorded in Plat Book 25, Page 54, of the Public Records of Hillsborough County, Florida; LESS rights of way existing in Dale Mabry Highway, Buffalo Avenue (Martin Luther King Boulevard), Himes Avenue and Tampa Bay Boulevard (Tom McEwen Boulevard) LESS AND EXCEPT the following lands:

A parcel of land lying in the Southeast ¼ of the Northeast ¼ of Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida and being more particularly described as follows:

Commencing at the Southwest corner of the Southeast ¼ of the Northeast ¼ of said Section 9, run S.89°44'23"E., 123.27 feet along the South boundary of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence N.00°15'37"E., 65.05 feet to the intersection of the East right-of-way line of Dale Mabry Highway (State Road 597) and the North right-of-way line of Tampa Bay Boulevard; thence along the North right-of-way line of Tampa Bay Boulevard the following five (5) courses: 1) S.81°10'42"E., 74.21 feet; 2) S.89°44'23"E., 106.80 feet; 3) N.29°18'53"E., 30.89 feet; 4) S.89°44'23"E., 50.00 feet; 5) S.28°47'39"E., 5.10 feet to the POINT OF BEGINNING; thence N.00°30'10"E., 92.56 feet to a point of curvature; thence Northerly, 22.45 feet along the arc of a curve to the left having a radius of 40.00 feet and a central angle of 32°09'02" (chord bearing N.15°34'21"W., 22.15 feet) to a point of tangency; thence N.31°38'52"W., 225.51 feet to a point of curvature; thence Northerly, 27.64 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 31°40'04" (chord bearing N.15°48'50"W., 27.28 feet) to a point of tangency; thence N.00°01'12"E., 229.80 feet to a point of curvature; thence Northerly, 6.11 feet along the arc of a curve to the left having a radius of 25.00 feet

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### ALSO KNOWN AS:

RJS STADIUM, A COMMERCIAL CONDOMINIUM, together with an undivided share or interest in the common elements appurtenant thereto, according to the Declaration of Condominium recorded in Official Records Book 13412, beginning at page 1613, and any amendments thereto; and according to the plat thereof recorded in Condominium Plat Book 19, beginning at Page 38, all in the Public Records of Hillsborough County, Florida.

A pernetual non-exclusive easement over, under, across and through the Subject Property for the purposes of installing, operating, using, maintaining, repairing and replacing all utility lines, pipes and facilities as may be reasonably required for the provision of electric service, telephone service, cable television service, natural gas, security service and other utilities including sanitary sewer, water and drainage and a perpetual non-exclusive easement over, under, across and through the Subject Property for the purpose of installing, operating, using, maintaining, repairing and replacing sidewalks, and other facilities as may be reasonably required for the provision of providing ingress and egress to the Benefited Parcels and for granting ingress and egress to the Benefited Parcels.



- . Stadium Agreement dated August 28, 1996 by and among BSLP, the Authority, the County and the City.
- 2. Practice Area Development and Lease Agreement dated August 28, 1996 by and between BSLP and the Authority.
- Stadium Property Development Agreement dated August 28, 1996 by and between BSLP and the Authority dated August 28, 1996.
- 4. License Agreement dated January 19, 1994 by and between the Authority, the County and the New York Yankee Partnership.
- Joint Use and Maintenance Agreement dated October 12, 1995 by and among the County, the Authority, the New York Yankees Partnership and Hillsborough Community College.
- 6. License Agreement dated August 11, 1997 by and between the Authority and the University of South Florida.
- 7. Amended and Restated Project Development Agreement dated as of June 17, 2002 by and between BSLP and the Authority (Practice Facility).
- 8. Additional Luxury Suites Project Development Agreement dated as of February, 2000 by and between BSLP and the Authority.
- 9. Various license agreements with Licensees for single event Stadium use.
- 10. Letter from BSLP to H. Saavedra dated September 17, 1997 re: Concessions Management Agreement.
- 11. Interim Design Development Agreement dated November 4, 1996, by and between BSLP and the Authority.
- 12. BSC Approval of Final Plans and Specifications dated May 15, 1997, by and between BSLP and the Authority.
- 13. Scoreboard Agreement (Tri-Party) dated June 13, 1997, by and among BSLP, the Authority and Huber, Hunt and Nichols, Inc/Metric Contractors, Inc. J.V.

14. Addendum One to Approval of Final Plans and Specifications dated November 5, 1997, by and between BSLP and the Authority.

- Letter from B\$LP to H. Saawedra dated April 15, 1998, re: B\$LP will not require Tampa Sports Authority to replace Daktronics video display systems w/CRT system and re: maintenance of systems.
- 16. Addendum Two to Approval of Final Plans and Specifications dated April 20, 1998, by and between BSLP and the Authority.
- Addendum Three to Approval of Final Plans and Specifications dated April
   17. Addendum Three to Approval of Final Plans and Specifications dated April
   20, 1998, by and between BSLP and the Authority.
- Addendum Four to Approval of Final Plans and Specifications dated May 6,
   1998, by and between BSLP and the Authority.
- License Agreement (Pirate Ship) dated July 7, 1998, by and between BSLP and the Authority.
- License Agreement (Interim Landscaping, Banners and Murals) dated August
   1998, by and between BSLP and the Authority.
- Warehouse License Agreement dated March 21, 2002 by and between BSLP and the Authority.
- Team Space License Agreement dated January 1, 2003 by and between BSLP and the Authority.
- Office Lease Agreement dated January 1, 2003 by and between BSLP and the Authority.
- 24. Non-Exclusive License Agreement for Installation of Antenna between the Authority and AT&T Wireless Services dated September 1, 1999.
- 25. Non-Exclusive License Agreement for Installation of Antenna between the Authority and BellSouth Mobility, Inc. dated May 18, 2000.
- 26. Non-Exclusive License Agreement for Installation of Antenna between the Authority and GTE Wireless of the South, Incorporated dated May 18, 2000.
- 27. Non-Exclusive License Agreement for Installation of Antenna between the Authority and Nextel South Corp. dated December 29, 2000.

Non-Exclusive License Agreement for Installation of Antenna between the

Authority and Verizona Personal Communications, LP dated July 24, 2002.

Non-Exclusive License Agreement for Installation of Antenna between the Authority and VoiceStream Tampa/Orlando, Inc., d/b/a T-Mobile, dated as of October 15, 2003.

## THE SIS IS EXHIBIT "E" (CE | MATTERS OF RECORD (CO | P) | | |

- 1. Ordinance No. 2969-B recorded in Official Records Book 743, Page 196.
- 2. Ordinance No. 3626A recorded in Official Records Book 1370, Page 7.
- 3. Right-of-Way Deed recorded in Official Records Book 1420, Page 234.
- 4. Drainage Easement recorded in Official Records Book 1421, Page 840.
- 5. Easement Deed recorded in Official Records Book 2932, Page 738.
- Resolution No. 91-0672 Vacating a Portion of Chamberlain Field recorded in Official Records Book 6248, Page 1069 and Official Records Book 6250, Page 1405.
- 7. Affidavit recorded in Official Records Book 6269, Page 718.
- 8. General Utility Easement recorded in Official Records Book 3071, Page 386.
- 9. Easement Deed recorded in Official Records Book 3859, Page 959.
- Partial Release of Easement recorded in Official Records Book 6269, Page 715.
- Collateral Assignment of Coliseum Rights recorded in Official Records Book 6728, Page 659.
- 12. Reformed Collateral Assignment of Colliseum Rights recorded in Official Records Book 7056, Page 1200.
- 13. Affidavit recorded in Official Records Book 7993, Page 1261.
- 14. Ordinance No. 96-13 recorded in Official Records Book 8026, Page 799
- 15. Short Form Agreement recorded in Official Records Book 7810, Page 911.
- Leasehold Mortgage, Assignment and Consent Agreement recorded in Official Records Book 7815, Page 54.



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- 17. Financing Statement recorded in Official Records Book 7810, Page 911
- Partial Release of Mortgage(s) recorded in Official Records Book 10945
  - 19. Short Form License recorded in Official Records Book 8321, Page 1712.
  - 20. Right of Way Easement recorded in Official Records Book 1903, Page 607.
  - 21. Easement Deed recorded in Official Records Book 2157, Page 197.
  - 22. Easement Recorded in Official Records Book 8999, Page 306. Subordination recorded in Official Records Book 10645, Page 872.
  - Approval and Mitigation Agreement recorded in Official Records Book 9007, Page 1189.
  - 24. Perpetual Easement recorded in Official Records Book 10645, Page 882.
  - 25. Quit Claim Deed recorded in Official Records Book 10845, Page 1977.
  - 26. Quit Claim Deed recorded in Official Records Book 10645, Page 1980.

All recording referenced are made from the Hillsborough County, Florida Public Records.

# RJS STADIUM, Commercial Condominium

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida

H. ::

GENERAL NOTES

1 Chamings head on the South boundary of the Southans 1/4 of the Northeast 1/4 of Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Southans 1/4 of the Northeast 1/4 of Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Southans 1/4 of Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Southans 1/4 of Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Southans 1/4 of Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Section 9, Township 29 Horint, Range 18 East, Introduced a standard policy of the Section 9, Township 29 Horint, Range 19, Township 29 Horint, Range 29 H

(i) B-24034: Squate cut converte approach walls to Rundence #3412 Timpa Bay: Doubrowd, 53% sputh of Timpa Bay: Boolerand and 171% world of Clin Avenue, Edundon = 53.50.

(ii) B-2403.5. Squate cut converte chrisvay of Residence #403 Clien Avenue, 180% north of Timpa Bay: Boulerand and 24% cast of Clien Avenue, Elevation - 33.281

3. Pruds work portrising to the the Boandary Survey on vehich this plot is based was perference by Genesia Group under the divertisal and supervision of the algebra surveyor

Each wait whall include that part of the structure contenting the unit that lies within the boundaries of the unit, which boundedes are as follows:

a Upper and lower boundairy:
The upper and forest boundaires of the unit gird be the following boundairs enterthed in this glober inscretcions with the potentiaries of the unit gird between the proper of the control of the control

theres there are apertured in any boundary, justicating, but out historia, windows and doors, such boundaries shall be outsoided to incided the historia or affects and sold upertures, vinciding all frameworks theory. Evidency surfaces made of global or public and the historia surfaces made of global or public personal underlief, and all featuring and ocean threaders, while to included in the boundaries of the unit.

Nétwithstanding wy previation to the contrary, that I shall exclude the space occupied by Unite 3,3,4,5 é and 7, and with respect to all Unite, the structural telescent within a unit are considered, it addition, no part of the zon-shall uniterior valid utilit be considered a boundary of the Unit. No Unit Owner shall own may piper, where conduite or other cultify lines reunths; through his Unit which we utilized for service in other Unit or the Coamon Elements, which items we levelly made a part of the Coamon Elements.

All portions of the seadaminium property which we not consumed within individual condensation units are common elementy

6. Common cleanered such ea, but not limited to, conduit, when, unless, utility lines, such, plumbling, irrigation systems, lighting and outernates of support within the units have not been graphically illustrated baroon

7 All common clements and units are subject to bizabet queenents for podestrian accoss, drainings and utilities as provided in the declaration of condominary

The geometry of the pureed described forms a multiconstically elesed figure.

9 Interior walk and improvements shown within the Units are a graphic representation and are not permeated struct

10 "Naiso". The plat or recurred on its garphic tann, is the Official deposition of the probinded back described homis and will it on countermarker the reproducted and enthrolly by my other garphic or deligible form of the plat. These may be additional restrictions that are not recorded on this plat fact, may be tomed in the public accounts of this country.

## SURVEYOR'S CERTIFICATION.

L. dia melitah ped Performani Shreyan and Magne, hendye entid yada a array wa mele of Ock pind devek is posse and dad hing pile tomening of 11 foreign in a strength of 12 foreign in the strength of 12 foreign in the commenter of 12 foreign in the commenter of 12 foreign in 12 forei

A bundary surrey of the property described beases at PLS STADUBY, A Commercial Condessions was under any supervision, and that the drawing through it a tree and accounts representation theorif, and meets the minimum technical standards for purpoys excludingly the Phorida Based and Surreyovs in Champter OCOTY-S, Florida Administrative Code, justement to Chapter 472,027 Florida Standars.

Duced this 17 They of Decampain 2013

Though A Physician annual, T.S.M.
State of Fitupin Certificate Number LS 000/031

BAYSIDE ENGINEERING, INC (LB 6992) 1163 East Twings Street Tamps, Florids 33602-3135 (B1) 314-1314

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DESCRIPTION: (Unit 1 and Christine Asias)

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A parei of land lying in the Southeast 114 of the Masheam Lik of Berliau 9, Township 29 Stuth, Rauge 18 Bart, (Michaemy): County, Riesia wai being notes periosularly described as follows:

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Containing 20,018 35 square fact, more or loss



SHEET | OF 12

The state of the s

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# RJS STADIUM, A Commercial Condominium

Section 9, Township 29 South, Range 18 East, Hillshorough County, Florida

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(Lish 2) Manthews Analy.

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(Utrit 3 - Office Area) AND LESS AND EXCEPT

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(Unit 4 - Northeast Cirily Arra)

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(Unit 6 - Southwest Club Area)

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ning 1,275 31 square feet, notes or loss

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(Unit 7 - Northwest Club Ares)

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Containing 2,295 06 square fool, more or less

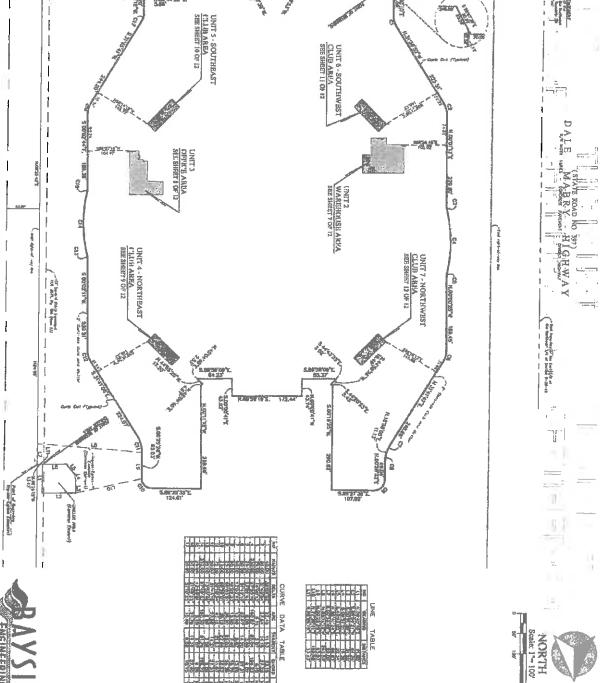
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SHEET 3 OF 12

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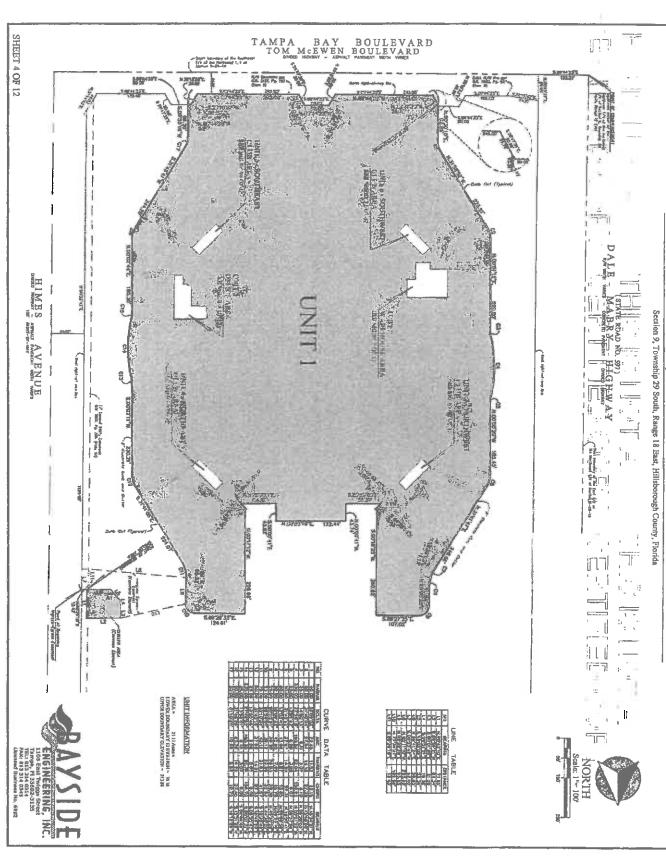




BAY McEWEN

BOULEVARD BOULEVARD

# RJS STADIUM, A Commercial Condominium



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KEY MAP - RJS STADIUM SERVICE LEVEL

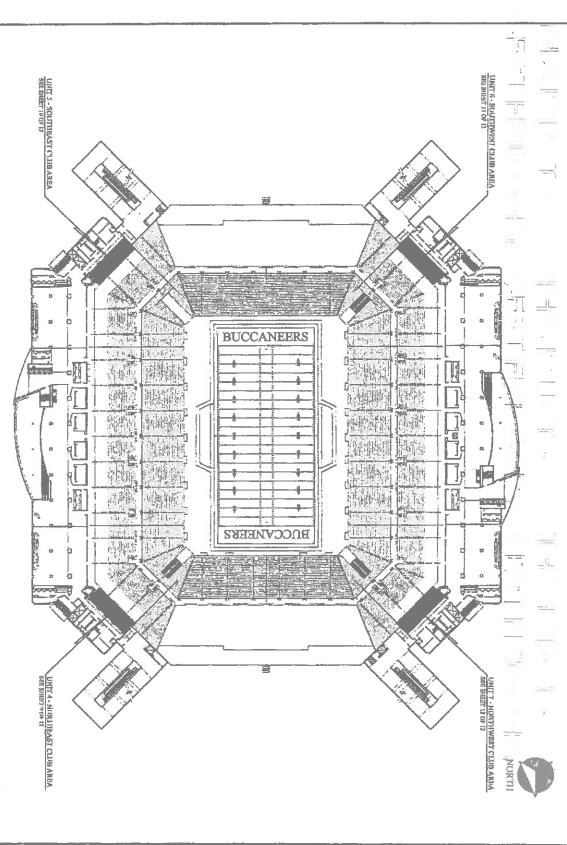
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SED SHEET OF 12

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# RJS STADIUM, A Commercial Condominium

Section 9, Township 29 South, Range 18 Bast, Hillsborough County, Florida



SHEET 6 OF 12

//Page43

NOT TO SCALE

KEY MAP - RJS STADIUM CLUB LEVEL

ENSINEERING, INC.
1109 Earn Yulgas Street
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MALE STR

## RJS STADIUM, A Commercial Condominium THE SE PERSONNEL

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida

1677 41" 5 [5]58'11"H 21 98' 5.00'01'49"E. 44,90

NORTH Scale: 1"= 10"

DESCRIPTION: (Shit 2 - Warehouse Area)

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S.B9'58'11"W

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UNIT INFORMATION

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UNIT 2 - WAREHOUSE AREA

DETAIL MAP - SERVICE LEVEL



N 69'59'45"W, 10 47'

N.89'59'45"W-

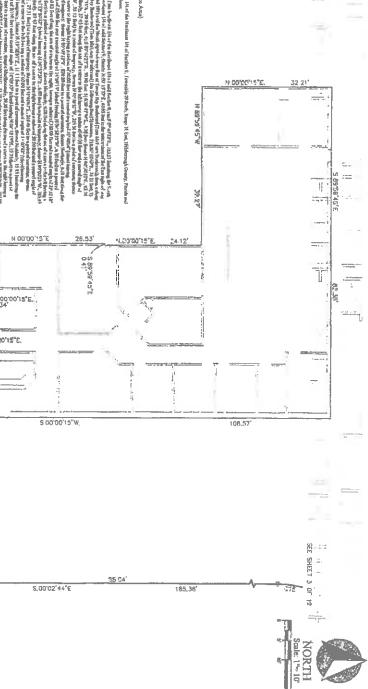
S89"57"16"W

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# RJS STADIUM, A Commercial Condominium

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida



DETAIL MAP - SERVICE LEVEL UNIT 3 - OFFICE AREA

ANGINEERING, INC.

SEE SHEET 3 OF

/Page45

# RJS STADIUM, A Commercial Condominium

SEE SHILLT 3 OF 12

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida

6 | |

DESCRIPTION: (Unit 4 - Northeast Club Area)

wet of familitying it him Southeast 174 of the Northeast 124 of Southea 9, Township 295 ; mano particularly dyseribed to Bellows

UNIT INFORMATION

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UNIT 4 - NORTHEAST CLUB AREA

DETAIL MAP - CLUB LEVEL



SEE SHEET 3 OF 12

/Page46

SHEET 9 OF 12

## RJS STADIUM, Commercial Condominium

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida

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NORTH

Carlot Management 5,00°02'44"E UNIT INFORMATION

DESCRIPTION: (Unit 5 - Southeast Club Assa)

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DETAIL MAP - CLUB LEVEL

UNIT 5 - SOUTHEAST CLUB AREA

SEE SHEET 3 OF 12



ENGINEERING, INC.
1105 Each Twinger Einem
Teach, F 12002-3135
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/Page47

SHEET 10 OF 12

NORTH Scale: 1"-10"

# RJS STADIUM, A Commercial Condominium

Section 9, Township 29 South, Range 18 Bast, Hillsborough County, Florida

SEE SHEET A OF 12 

DESCRIPTION: (Unit 6 - Southwest Club Assa)

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TOWER POUNDARY ELECTRON - 97,67

AREA - \$2753| \$9 F) A

AREA - \$2753| \$9 F) A

UNIT 6 - SOUTHWEST CLUB AREA

SEE SHEET 3 OF 12

DETAIL MAP - CLUB LEVEL



SHEET 11 OF 12

# RJS STADIUM, A Commercial Condominium

Section 9, Yownship 29 South, Range 18 East, Hillsborough County, Florida

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UNIT 7 - NORTHWEST CLUB AREA

DETAIL MAP - CLUB LEVEL



Page49

SHEET 12 OF 12

SEE SHEET 3 OF 12

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida

QENERAL NOTES: Descrings besed on the Searth boundary of the Seashbean 1/4 of the Montheast 1/4 of Section 9, Township 3) North, Range 18 East.

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Each unit shall include that part of the structure commissing the unit that lies within the boundarion of the unit, which boundarion are as follows:

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- 4 All purious of the pandominium property which ere not portained within individual condominium units are common elements
- 5 Common closicols suck as, but and firmind to, econolat, views, couldes, utility fanos, ducts, plembing, irrapition systems, lighting and electrons of suppret within the units have not been graphically illustrated hereau.
- 6 All bountion pleanests and units are subject to blanker executes is for podostian access, draining and edition as provided in the doclaration of condensation.
- 7 The geometry of the parcel described forms a mathematically closed figure
- # Interior walls and improvements always within the Units are a graphic representation and are not permanent structures.
- 9 "Notine" This pile as recorded in the graphic form, is the official depiction of the evolutivisted furnits described bearin and said in no differentiateness to supplicate oil authority by any saider graphic or digital forms of the pile. There may be additional authoritien that no not recorded on this pile that may be dound to the palific records of this country.

### SURVEYOR'S CERTIFICATION:

L list undersigned Professored (Sensy of teel Majer, 6, befor refer to tale a purp, responsible of the lead bloom Sensy and the MSS SYATUM, A Commercial point is so series appearations of the region statute A carbon and fine the Association of the Hill bill belocated and the MSS SYATUM, A Commercial Conduction of the State of th

A bunday anrey of the property described honor on R.IS STADUNA, A Commercial Condominion was note moternry supervisor, and that the drawing honors it a trae and accurate representation theoret, and anoust the majorium acculated standards for anveys rest look by the Photida Board of Land Smooyees to Chapter Of CITA, Flootida Administratives Code, pursuant to Chapter 172,107 Florida Statutes.

Duced this 23 day of JULY, 2004

David & Propriate Land Number LS D000031

BAYSIDE ENGINEBBING, INC. (L.B. 6992) 105 Emil Twiggs Street Femps, Floride 13692-3135

"MEMBERS OF STREET STREET, NEW YORK STREET, ST

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C. Aller German and the Felench (And Commer of the Seathman). If \$17 of the Scholarson Teach and the Commer of the Seathward Teach and the Commer of the Commercial Teach and the Commercial Teach

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LIBSS AND EXCHI-

Unit 2 (Warniwase Area), RJS STADIUM, A Chair County, Filwida stal Cemdontinium, as recorded in Cerdo Block 19, Page 18, on occurried in the Public Records of Hillstorough

Containing 7,257 94 septant Apt, ware or less

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Unit 3 (Office Ares), NJS STAINUM, A Count

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(crystinued on sheet 2 of 6) nių 5,470 SS squarv Rol, nov ortes.

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/Page132

# RJS STADIUM, A Commercial Condominium, 1st Amendment

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida

(continued from street) of 6)

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Containing 2,286.00 square feet, more orders. AND LEES AND EXCEPT

Unit S (Southerst Club Ausu), R.E. STAININA, A Consecrated Condoctains, as recented in Condo Month 19, Page 14, se exceloi in the Poble Necoult of Hibbonus County, Floria

AND LESS AND EXCEPT

Containing 2,399 37 Aquare Feet, indee or leav

Disk 6 (Seuthwest Cists Area), RJS 81/ADIUM, A Comer County, Phobia

Unit 7 (Munthwest Club Area), RJS STADIUM, A Commercial Con County, Piorida

AND LESS AND EXCEPT Conteining 2,275 51 square feet, recea or hare

Containing 2,313 77 aquate Set, more or less

AND LESS AND EXCEPT

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Initialing 1,803 79 equany Rock, Interes or head

Total Arcy for Unit | 917,592 72 square feet, misse or fees (2186 acres, muse or less)

DESCRIPTION: (Unit 9 - Persons Pensisted and Aparent of Sensisted by Ton Aparent of Sensisted by Ton Sensistents 114 of Sensisted by Ton Aparent of Sensisted by Ton Aparent of Sensisted by Ton Aparent of Sensisted by Ton A pursuel of land tying in the Scattheast. I'M of the North-duscribed as follows.

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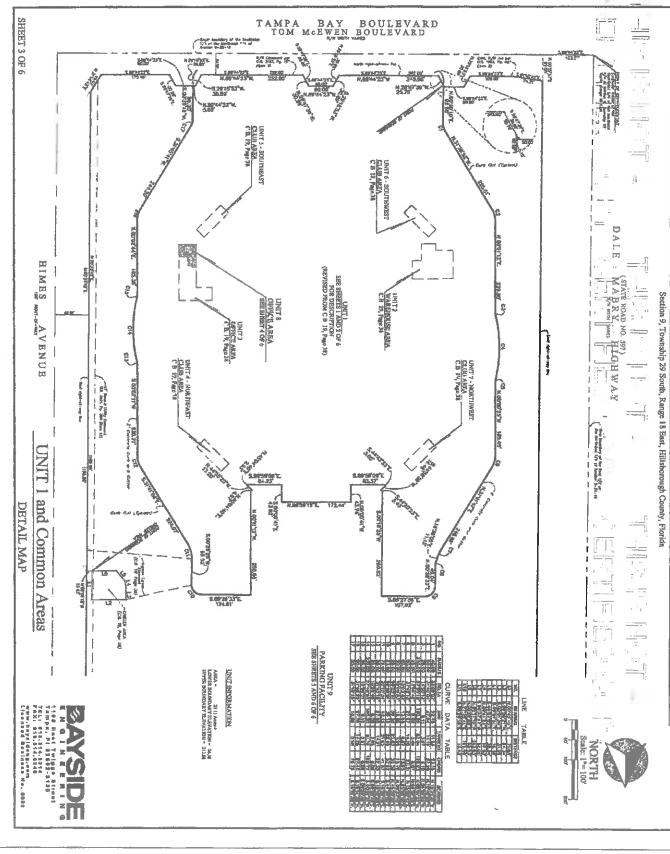
Total Area Unit 9: 1,962,327,10 square feet, more or Iran (45.05 acres

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/Page133

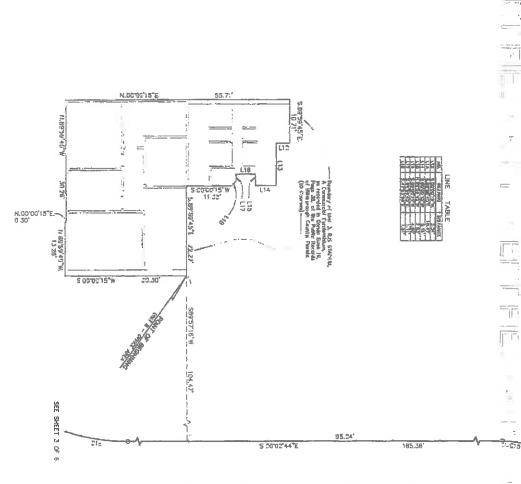
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### RJS STADIUM, A Commercial Condominium, 1st Amendment



## RJS STADIUM, A Commercial Condominium, 1st Amendment

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida



### DESCRIPTION: (Usis 5 - Office Area)

NORTH Scale: 1"- 10"

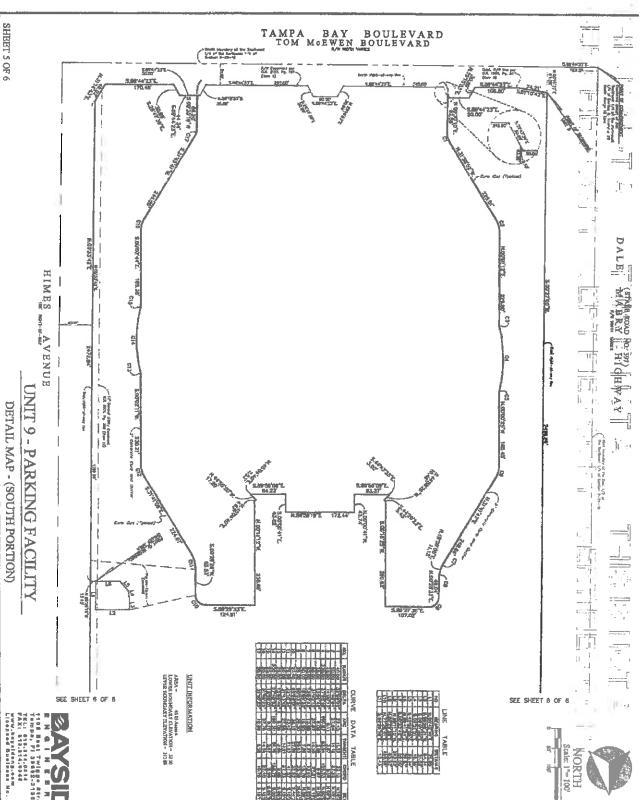
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UNIT INFORMATION

SHEET 4 OF 6

DETAIL MAP - SERVICE LEVEL **UNIT 8 - OFFICE AREA** 





SHEET 6 OF 6

UNIT 9 - PARKING FACILITY

DETAIL MAP - (NORTH PORTION)

DECLARATION OF CONDOMINUM OR 14186 RJS STADIUM, A Commercial Condominium, PG Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida JE11 1st Amendment

SEE SHEET 5 OF 6 SEE SHEET 5 OF DALE (STATE ROAD NO. 597) -11 HIMBS AVENUE īi. W.98,72,200,8 STATISTIN . M 20 CZ OU'S DR. MARTIN LUTHER KING JR. BOULEVARD 

# RJS STADIUM, A Commercial Condominium, 2nd Amendment

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida

### GENERAL NOTES

- 1 Bentings based on the South branchary of the Southeaut I M of the Neyfleau I M of Souties 9, Tromakin 29 North, Range 18 East, larving a bearing of SU 94/23°E, and met referenced to the Florida State Plane Coordinate System, West Zone, North American Davim of 1983 (1990 Adjustment)
- Rierrations above before are referenced to Makignal Goodelic Verhali Distant (NGVD) 1929 and we referenced to City of Funpa Vertical Control (nonuments)
- (a) B-1654: Squate cut concrete approach walk to Residence 35 412 Truspa Eay Bentleved, 53% south of Tempa Bay Bandowed and 171% was of Older Avenue, Elevation = 35 361 (b) B-2055 Square cut in contected driveway of Residence #4103 Older Avenue, 100% north of Tempa Bay Bentlevard and 25% east of Older Avenue, Elevation = 31 381

### 3 Unit Boundaries

Each until shall involude that part of the structure costaining the unit that the within the boundaries of the unit, which boundaries are as follows:

- a Upper and lower boundaries

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  The spect and lower boundaries

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  The perper and lower boundaries

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  1.) Upper boundaries a The Journals judge of the judge of 177 VI face of the service of the specified the lower boundaries

  1. The been stored place to ledge as a range of 178 1.3 foot store or of the stored in place of the unit of 178 1.2 foot store or of parallel with the lower boundaries

  1.) Lower boundaries

  1. The personnel place being as a range of 178 1.3 foot store or of parallel with the lower boundaries

  2.) Lower boundaries

  2.) Lower boundaries

  2.) Lower boundaries

  3. The personnel place being of the set of the set of the unitariated outsitor surfaces of the walls accounting the unit states of the unitariated outsitor surfaces of the walls accounting the unitariated outsitor surfaces of the walls accounting the three boundaries

  4. Apperture (x-stags as three)

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  4. Apperture (x-stags as three)

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4. All perform of the condeminium property which are not contained within individual condeminium units are consumn elements

- 5 Common elements such es, but not limited to, conduit, wires, outliets, liters, doots, plambing, irrigation systems, lighting and executants of support within the unit is have not been graphically illustrated hereors.
- All correspondenced and units are applied to blenket exements for pedestrian access, drawage and utilities as provided in the declaration of
- S interior walls and improvements shown within the Units are a graphic representation and are not perturbed sinchers.
- "Vestione" This pale as recorded it is in garphic forms, is the official elegicians of the authorized lands described herein and will in no efficient smore the suppliented in realizability by any other graphs or dejutal form of the just. Then may be additional matrixisms bin are not recorded on this plat that may be found in the public records of this county.

A parcet of land lying in the Rosdieser. 14 of the Northeast 1/4 of Beethop 9, Township 29 South, Karge 18 Cast, Hillsberroup Criuwy, Plorida and being mose particularly described as Galcoba:

DESCRIPTION: (Unit 18-Team Store)

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Combining 9,404 square feet, mean of loss (D 22 scres, more or loss)

### SURVEYOR'S CERTIFICATION:

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Dated this 20day of April 2008

David A. Phigdomerack, P.S.M. State of Physica Certificate Number LS 0005031 Carcell

RAYSIDE ENGINEIRUNG, INC. (LS 6992) 110 North I I al Street, 1 to Floor 7 amps., Florida 33408-5860 (813) 3144034 #







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# RJS STADIUM, A Commercial Condominium, 2nd Amendment

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida

DESCRIPTION: (Unit 1 and Common Areas)

Being a trivined description of Unit 1, FUS STAUTUM, A Commercial Condentisium, as neonded in Condo Book. 19, Page 38, as removed in the Public Records of Hillshorough County, Plante

Unit 1, RUS STADION, A Commercial Condensusion, as recorded in Condo Book 19, Page 34, 44 recorded in the Public Records of Billehorough County, Planta A parent of land bying in the Smalleant. LPA of the Nouthouss LPA of Smalons 9, Township 29 Staats, Range 18 Sent, Hillabonough Cocasty, Florist and having more punterstady described as follows:

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Unit 2 (Westhouse Area), XUS STADSUNS, A Co-County, Florida

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Unit 3 (COTion Area), EJS STADAUM, A Conse Florida

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Unit 4 (Plantipossi Club Arus), 9,78 STADIUM, A Cos. County, Plantie , na recorded in Comio Book 19, Page 35, as recorded in the Public Records of Hillsbosough

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Unit 5 (Southernt Chile Area), NJS 5 (AJMI)M, County, Florida

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Unit 6 (Southwest Club Area), RJS IETADIÚM, A Cagre County, Florida 1954al Coindonnániam, as seconded in Cunnio Book (9, Pages Jil, as recorded in the Palajio Records of Hillahograph

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Unit 10 (Tours Slove) LENI AND EXCIPT

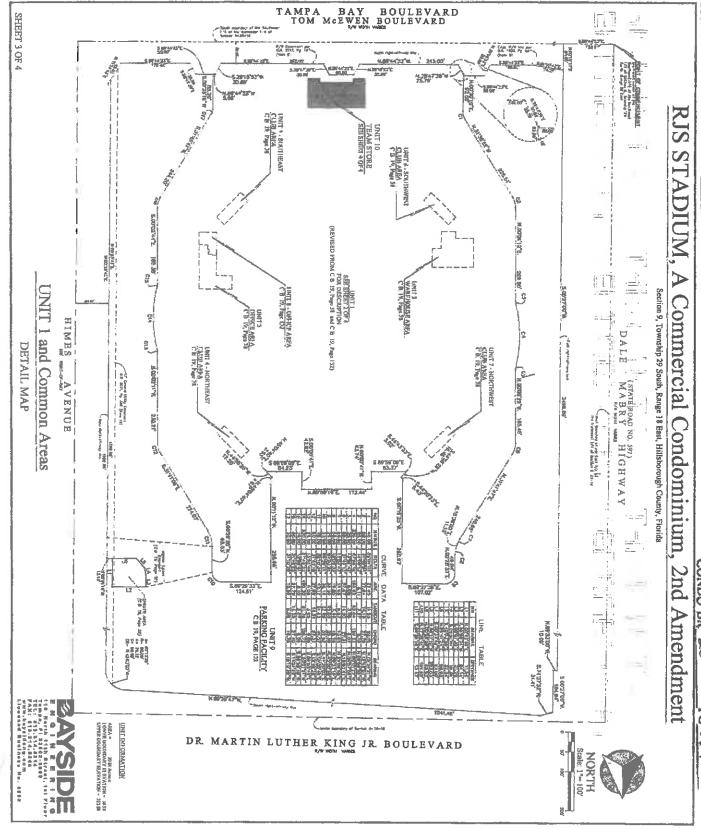
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Total Area for Unit 1 909,189 72 squire fort, more or ion. (20 65 none, more or ion)





# RJS STADIUM, A Commercial Condominium, 2nd Amendment

Section 9, Township 29 South, Range 18 Bast, Hillsborough County, Florida

LINE - TABLE

NORTH Scale: 1"= 5"

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SEE SHEET 3 OF 4

UNIT 10 - TEAM STORE DETAIL MAP

SHEET 4 OF 4

ARIA = QOZ ARMANA E 9636 36 = 1601 TAVELE YBACHBOR HOUSE A 263 NOITAMBORNI TING

# RJS STADIUM, A Commercial Condominium, 3rd Amendment

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida

GENERAL NOTES: The summing was any mark to the summary of the summ L. Bertriggs based on the South boundary of the willhaust 1/4 of the Monthews 1/4 of Section 9, Transming 27 Manth. Range, 18 East, 1 strongs based for the will for the Monthews 1/4 of Section 9, Transming 27 Manth. Range, 18 East, 1 strongs based for the will be seen to the will be seen to the section of the will be seen to the section of the secti 

(a) B-2404. Square cut concerts approach walk to Rendence #3412 Tanpa Bay Boultoned, 53% south of Tompa Bay, Boultoned and 171% value of Girch Assence, Edevalone =33.761
(b) B-2403.4-Square cut concerts durieway of Rendence #4003 Glee Avenue, 109% north of Tanpa Bay Boulteard and 28% east of Glee Avenue, Bervation = 23.28.1

Each wat shall include that part of the structure contribing the neil that lies within the boundaires of the unit, which boundaires are as follows:

a Upper and Invert boundaries.

The supper set dense boundaries of he unit shall be the following boundaries extended to their galaxie intersections with the parametrical locardaries. The boundaries, at The boundaries, at The boundaries, at The boundaries are the set of the surface of the substantial plane of the multithed lower nuritor of the structural scribing (Unit 11).

2 ) Lower boundaries. The literizantal plane of the unfaithed impersurface of the Board fluorant.

5 Parametrical boundaries.

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4 All pardons of the condeminium peoperty which excust contained within individual condominium must are common claments

Common objects med ex, but not limited to, conduit, wires, oulfets, ullify lines, daots, phrobing, irrigation systems, lighting and occurrents of support within the sanita have not been graphically illegranded hereon

6 All constrous elements and units are subject to blanker encounts for podestrian access, durings and milities as provided in the declaration of condensation

7. The geometry of the parcel described forms a mathematically closed figure

8, Interfor walls and improvement dirown within the Units are a graphic representation and ore not permanent structures

5. "Nevice" This plan as recorded in its graphic form, is the official depiction of fine published lands described begrin and will in an circumstateror be expellented in anticority by any other genition of digital form of the plat. Then may be additional nexistations that are not necessarily in just that may be do could use the publish records of this county.

### SURVEYOR'S CERTIFICATION:

(Lin materiaged Professional Surregive and Angapa, backs cardivided scorces was nated of the debt when her a said had his plut governing of the second special second in a consistency of the PRS FRANKHY, A Common and second sec

A boundary antity of the property destribed known as R1S SYADHIM, A Commercial Condominium van wake under my seperation, and that the drawing breess is a term of accurate representation litered, and stacks the informat tocked and and factor for arrays at Indu by the Florads Board of Land Strongers. In Chapter & 10.17-6, Florids Administrative Code, permanet to Chapter 17.2,077 Bloods Statetts.

Dated this 4th day of December, 2003

Chief a Friedressan, FS H

1105 East Twigge Street Temps, Florids 33602-3135 BAYSIDE ENGINEERING, INC (LB 6992)

DESCRIPTION: (Unit 11 - Will phouse, Area)

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Ficensed Business No. 0002 AX: 813.314.0314 195 Euct Twiggs Street

# RJS STADIUM, A Commercial Condominium, 3rd Amendment

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida



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Unit 11 (Watchque Arce)

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Liverand Subiness No. SER AX: 813.314.9314 1406 Emet Twiege 217904 Tumps, #1 23602-3136

## RJS STADIUM, A Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida Commercial Condominium, 3rd Amendment

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SEE SHEETS I AND 2 OF 4
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(REVISED FROM C.B. 19, Page 38) DALE HIMES WARRINGSHAREA CH U. Page 102 AVENUE OH THE PAPER NO. 597) HIGHWAY 밁 der del el maj ha WAREHOUSE ARBA the same of their Expenses of the right of any has The Standing of the cost | 22 pt UNIT 1 and Common Areas W. P. CODDS DETAIL MAP 124 97 FER SE PARTA 1111 Liennerd Sinipres No 5982 PAX: 112,314,834 NORTH Scale: 1"- 100"

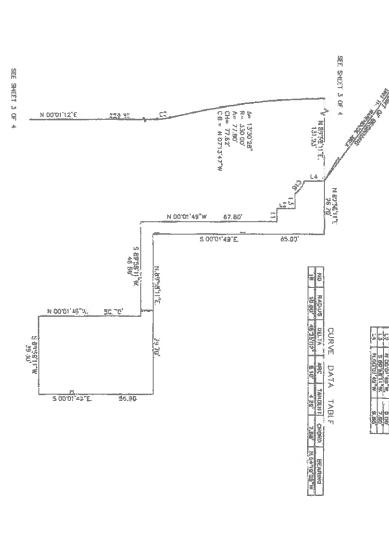
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NORTH Scale: 1"-20"

RJS STADIUM, A Commercial Condominium, 3rd Amendment

Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida



UNIT 11 - WHAREHOUSE AREA

UNIT INFORMATION AREA - X,38678 BE FLA JE J GWEE HUADHDARY ELEVATION - 36 JE UPPER DOUNDARY ELEVATION - 36 00

DETAIL MAP - SERVICE LEVEL

TRL: 813.314.0514 PAX: 813.514.8346

Licented Business No. 9912

SHEET 4 OF 4

\*\*MSTRUMENT#: 2008433850, BK: 19013 PG: 458 PGS: 458 - 460 12/18/2008 at B-2 C 04 10:20 PM, DEPUTY CLERK:DJOHNSON Pat Frank, Clerk of the Circuit Court Hillsborough County

PREPARED, BY AND RETURN TO:
John I. Van Voris, Esquire
GRAY ROBINSON, P.A.
P. O. Box 3324
Tampa, FL 33601-3324

Reserved for Clerk

### **OUIT CLAIM DEED**

THIS QUIT CLAIM DEED is made and delivered as of the 18<sup>th</sup> day of December, 2008, by HILLSBOROUGH COUNTY, FLORIDA, a political subdivision of the State of Florida whose address is 601 East Kennedy Boulevard, Tampa, Florida 33602 (the "Grantor") to the TAMPA SPORTS AUTHORITY, a public agency of the State of Florida of 4201 N. Dale Mabry Highway, Tampa, Florida 33607 (the "Grantee").

### WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby remises, releases and quit-claims unto the said Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to that certain land situated in Hillsborough County, Florida, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference. Said property is hereinafter referred to as the "Subject Property."

TO HAVE AND TO HOLD the same together with all and singular, the appurtenances thereunto belonging or in anywise appertaining and all estate, right, title, interest, and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use and benefit of the said Grantee, its successors and assigns, forever.

This conveyance is made as-is, where-is and without a warranty of any kind.

The Grantor is a political subdivision of the State of Florida and the Grantee is a public agency of the State of Florida and, therefore, this Quit Claim Deed is exempt from documentary stamp taxes.

### THISIS NOT A

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year first above written.

ATTEST:

PAT FRANK, CLERK OF THE CIRCUIT COURT

**GRANTOR:** 

HILLSBOROUGH COUNTY, FLORIDA BY: ITS BOARD OF COUNTY **COMMISSIONERS** 

By: Beverly anne Meller
Deputy Clerk

Name: Mark Sharpe Title: Vice Chairman

OCT 15 200\$

DATE APPROVED

**BOARD OF COUNTY COMMISSIONERS** HILLSBOROUGH COUNTY FLORIDA DOCUMENT NO. 08-1528

### THIS IS NOTA CERTIFIAND COPY LEGAL DESCRIPTION

(Conveyance to Tampa Sports Authority, a body corporate and politic of the State of Florida)

UNIT 11, RJS STADIUM, A COMMERCIAL CONDOMINIUM, together with an undivided share or interest in the common elements appurtenant thereto, according to the Declaration of Condominium recorded in Official Records Book 13412, beginning at page 1613, as amended by First Amendment to Declaration of Condominium recorded in Official Records Book 14186, beginning at page 1125, and by the Second Amendment to Declaration of Condominium recorded at Official Records Book 18661, beginning at page 1476 and by the Third Amendment to Declaration of Condominium recorded at Official Records Book 19010, beginning at page 1951, and any additional amendments thereto; and according to the plat thereof recorded in Condominium Plat Book 19, beginning at page 38, as amended by the plat thereof recorded in Condominium Plat Book 19, beginning at page 0132, and by plat thereof recorded in Condominium Plat Book 25, beginning at page 222, and as further amended by plat thereof recorded in Condominium Plat Book 26, beginning at page 91, all in the Public Records of Hillsborough County, Florida.

### **Not Applicable**

October 27, 2016

Florida Department of Economic Opportunity 107 East Madison Street Mail Station 80 Caldwell Building. Tallahassee, Florida 32399

Re: Sports Development Program Application of the Tampa Bay Buccaneers

Ladies and Gentlemen:

On August 28, 1996, Buccaneers Stadium Limited Partnership (the "Team") entered into a Stadium Agreement with the Tampa Sports Authority (the "Authority"), with the joinder and consent of Hillsborough County, Florida and the City of Tampa, Florida. Pursuant to the Stadium Agreement, the Team was granted the right to exhibit NFL football games at Raymond James Stadium in Tampa. We have continuously operated our National Football League franchise since the signing of the Stadium Agreement and continue to play our home games here at Raymond James Stadium.

Pursuant to Section 288.11625(5)(a)5, Florida Statutes, we hereby certify that we have not previously defaulted or failed to meet any statutory requirements of a previous state-administered sports-related program under Section 288.1162, Section 288.11621, Section 288.11631, or Section 288.11625, Florida Statutes.

State distributions under Section 212.20, Florida Statutes are currently being made in connection with Raymond James Stadium through Hillsborough County, Florida, the state Certified Entity and owner of Raymond James Stadium. However, pursuant to Section 288.11625(6)(a)4, Florida Statutes, it is our understanding that we are still eligible for an annual distribution under this Application, for an amount up to \$1 million, since the total cost of our project is at least \$100 million.

Thank you for your consideration.

BUCCANEERS STADIUM LLC, a limited liability company formerly known as Buccaneers Football Stadium Limited Partnership,

By: Buccaneers Holdings LLC, a Delaware limited liability company, its sole owner

By: Tampa Bay Broadcasting, Inc., its Manager

By:	
	Brian Ford, Chief Operating Officer

Florida Department of Economic Opportunity 107 East Madison Street Mail Station 80 Caldwell Building Tallahassee, Florida 32399

Re: Letter of Commitment

Ladies and Gentlemen:

On August 28, 1996, Buccaneers Stadium Limited Partnership (the "Team") entered into a Stadium Agreement with the Tampa Sports Authority (the "Authority") whereby the Team was granted the right to exhibit Buccaneers' NFL football games at Raymond James Stadium in Tampa. We have continuously operated our National Football League franchise since the signing of the Stadium Agreement and continue to play our home games here at Raymond James Stadium.

Since 1996, the entities listed in <u>Appendix A</u> have served as design professionals, contractors, subcontractors and suppliers at Raymond James Stadium. Our Team hereby commits that we will continue to employ similar residents of this state, contract with similar Florida-based firms, and purchase locally available building materials to the greatest extent possible.

Thank you for your consideration.

BUCCANEERS STADIUM LLC, a limited liability company formerly known as Buccaneers Football Stadium Limited Partnership,

By: Buccaneers Holdings LLC, a Delaware limited liability company, its sole owner

By: Tampa Bay Broadcasting, Inc., its Manager

Ву:		
	Brian Ford,	Chief Operating Officer

Appendix A

	Appendix A	
Name A&A Electrical	Discipline	Location
	Electrical Contractor	Tampa, Florida
Acousti Engineering Ameristeel	Ceiling Supplier	Tampa, Florida
	Steel Supplier	Tampa, Florida
Aneco, Inc. BCH Mehanical	Electrical Contractor	Tampa, Florida
	Plumbing Contractor	Largo, Florida
Canto Tile & Stone Capform	Ceramic Tile	Riverview, Florida
	Concrete Contractor	Tampa, Florida
Capsco Industries	Fire Protection Contractor	Tampa, Florida
Concession & Restaurant Supply	Concession Supplier	Maitland, Florida
Copeland Steel Erectors	Steel Construction Contractor	Zephyrhills, Florida
Coreslab Structures, Inc.	Precaste Concrete Contractor	Tampa, Florida
Cornelius Architectural	Structural Engineering Firm	Lake Buena Vista, Florida
Cox Fire Protection	Fire Protection	Tampa, Florida
Craft Equipment	Plumbing Contractor	Tampa, Florida
Cross Environmental	Demoltion Contractor	Crystal Springs, Florida
Duffy & Lee Company	Carpet Supplier	Lakeland, Florida
Ervin Bishop Construction	Masonry	Land O'Lakes, Florida
Fathom Industries	Manufacturing	Doral , Florida
Florida Lift	Elevator Contractor	Tampa, Florida
Garrison Glass Co., Inc.	Glass Supplier	Tampa, Florida
Hollow Metal Specialties	Hardware Supplier	Sarasota, Florida
Hussey Seating	Seating Contractor	Ft. Myers, Florida
John Burgstiner, Inc.	Building Foundation Contractor	Sarasota, Florida
John J. Kirlin, Inc.	Speciality Construction Contractor	Ft. Lauderdale, Florida
J. W. Connor & Sons	Concrete Contractor	Thonotosassa, Florida
Keynote Enterprises	Construction Supplier	Orlando, Florida
Lotspeich Company	Drywall Contractor	Brandon, Florida
M&J Materials, Inc.	Steel Structural Supplier	Plant City, Florida
Manhattan Construction	General Contractor	Tampa, Florida
Masonry Builders	Mason Contractor	Tampa, Florida
Metal Fabricators, Inc.	Steel Supplier	San Antonio, Florida
Metrex of Central Florida	Intrastate Non-Hazmat Carrier	Port Charlotte, Florida
Metric Constructors, Inc.	General Contractor	Tampa, Florida
Mill-Rite Woodworking	Millwork Supplier	Pinellas Park, Florida
Overhead Door Company	Door Manufacturer	Tampa, Florida
Painters on Demand	Painting Contractor	Tampa, Florida
etersen Metals	Metal Supplier	
rofessional Sound	Sound System Contractor	Hudson, Florida
. Dickerson & Associates	Lawn Sprinkler Contractor	Ft. Lauderdale, Florida
obert Drywall	Drywall Contractor	Miami Springs, Florida
colling Oak Supply	Bathroom Fixture Supplier	St. Petersburg, Florida
hyno Glass	Glass Contractor	Lakeland, Florida
chindler Elevator	Elevator Contractor	Tampa, Florida
ervice Painting	Painting Contractor	Tampa, Florida
mith Fence	Fencing Contractor	Tampa, Florida
	I onema contractor	Clearwater, Florida

Southern Plains Painting	Defeate - C	
Standard Tile	Painting Contractor	Tampa, Florida
	Tile Contractor	Sarasota, Florida
Sunshine Masonry	Mason Contractor	Port Richey, Florida
Sutter Roofing of Florida	Roofing Contractor	Orlando, Florida
Tampa Accessories	Bathroom Fixture Supplier	
Taylor Contract Hardware	Hardware Building Supplier	Tampa, Florida
The Nassel Company		Tampa, Florida
Universal Concrete	Pirate Ship Contractor	Orlando, Florida
Wade Trim	Concrete Contractor	Hialeah, Florida
	Civil Engineering	Tampa, Florida
West Tampa Glass	Glass Contractor	Tampa, Florida
W.R. Kelso	Roofing Contractor	
	B TT THUSON	Tampa, Florida

e 1

0

## **Not Applicable**

October 27, 2016

Florida Department of Economic Opportunity 107 East Madison Street Mail Station 80 Caldwell Building Tallahassee, Florida 32399

Re: Sports Development Program Application of the Tampa Bay Buccaneers

Ladies and Gentlemen:

Pursuant to Section 288.11625(5)(a)(7), Florida Statutes, we hereby certify that we are prepared to enter into a written agreement with the Florida Department of Economic Opportunity meeting all requirements of the above-referenced statute.

Thank you for your consideration.

BUCCANEERS STADIUM LLC, a limited liability company formerly known as Buccaneers Football Stadium Limited Partnership,

By: Buccaneers Holdings LLC, a Delaware limited liability company, its sole owner

By: Tampa Bay Broadcasting, Inc., its Manager

By: Brian Ford, Chief Operating Officer

Florida Department of Economic Opportunity 107 East Madison Street Mail Station 80 Caldwell Building Tallahassee, Florida 32399

Re: Sports Development Program Application of the Tampa Bay Buccaneers

Ladies and Gentlemen:

The project did not commence before January 1, 2013.

Thank you.

BUCCANEERS STADIUM LLC, a limited liability company formerly known as Buccaneers Football Stadium Limited Partnership,

By: Buccaneers Holdings LLC, a Delaware limited liability company, its sole owner

By: Tampa Bay Broadcasting, Inc., its Manager

By: Brian Ford, Chief Operating Officer



The Florida Department of Economic Opportunity 107 E. Madison Street Mail Station 80 Coldwell Building Tallahassee, Florida 32399

Re: National Football League Authorization

Ladies and Gentlemen:

The attached letter dated December 2, 1974 confirms that the National Football League authorized the Tampa Bay Buccaneers to locate a professional football franchise in Tampa, Florida on that date. The Tampa Bay Buccaneers continue to have authorization from the National Football League to locate its professional football franchise in Tampa, Florida.

NATIONAL FOOTBALL LEAGUE

Print Name: Jay Baumas

Title: Senial Vice Presiden

STATE OF <u>Hew York</u> COUNTY OF <u>Kings</u>

Sworn to and subscribed before me this 2th day of October, 2014 who is personally known to me.

Notary Public

My Commission Expires: 3/25

MICHELE CANNON

No. 01CA6279757

Clustified in Kings County

My Carrestool English \$1,2017

#### THE NATIONAL



#### FOOTBALL LEAGUE

o park avenue, new you December 2, 1974

NEW YORK, N.Y. 10022 • PLaza 8-1500

Mr. Hugh F. Culverhouse
Culverhouse, Tomlinson, Mills,
 DeCarion, Anderson
Suite 655 Florida National Bank Building
Jacksonville, Florida 32202

current member clubs the total sum of

Dear Mr. Culverhouse:

This will confirm the understanding between the National Football League (hereinafter "NFL") and each of its 26 current member clubs and Hugh F. Culverhouse (hereinafter "Culverhouse") with respect to the granting of an NFL franchise to Culverhouse to be operated in Tampa, Florida, commencing with the 1976 football season:

of player contracts owned by current member clubs, and the right

for the Tampa franchise in the NFL, the purchase

1. Culverhouse agrees to pay to the NFL and/or its 26

to receive an equal pro-rata share of income from the NFL's

currently effective network television contracts for the 1976 and 1977 NFL seasons.
2. The aforesaid sum of the same of the sa
shall be payable by Culverhouse as follows: the sum of
on or before December 20, 1974; the further
sum of on or before Decem-
ber 1, 1975; and the balance of
in five (5) equal annual installments of
each, plus interest at the per
annum commencing to accrue on December 1, 1975, payable on
December 1, 1976 and continuing on December 1 each year there-
after until fully paid. Culverhouse shall personally guarantee
each and all of these financial obligations.

3. The number and identity of the players to be selected by the Tampa club and the method of selection shall be determined by the current 26 member clubs at the NFL's 1975 Annual Meeting. It is understood that the pool of veteran players available for selection by Tampa will be comparable in size to those available to the Atlanta and New Orleans clubs in previous NFL expansions.

Mr. Hugh F. Culvernow-December 2, 1974 Dage Two

- 4. Culverhouse shall participate in the NFL's selection meeting on a preferred basis in 1976, and shall thereafter participate in the selection meeting in accordance with the NFL Constitution and By-Laws.
- 5. The selection and employment of management and coaching employees for the Tampa club, and all agreements between and among owners and/or employees of said club, shall be subject to prior approval by the NFL Commissioner. No representative of the Tampa club may contact any person employed by a current NFL member club regarding possible employment by the Tampa club without prior permission from the NFL Commissioner.
- 6. Any person other than Culverhouse who shall own any interest in the Tampa club shall be subject to prior approval by the NFL's member clubs. In no event shall Culverhouse personally own less than fifty-one percent (51%) of said franchise.
- 7. The entity operating the Tampa franchise and all persons owning any interest therein or employed thereby shall be subject to and bound by the NFL Constitution and By-Laws and all rules and policies of the NFL, as now or hereafter in effect.
- 8. Culverhouse shall be entitled to purchase pro-rata shares in NFL Films and NFL Properties at book value, and shall participate in NFL Charities to the same extent as the NFL's current member clubs.

This letter constitutes a memorandum agreement and is binding on Culverhouse, the NFL and its member clubs. Following its execution, a more formal document will be prepared and executed setting forth the above matters in detail, together with other matters discussed during your previous conversations with League personnel, including, for example, minimum capitalization requirements and a limitation on resale of the franchise.

Mr. Hugh F. Culverhouse December 2, 1974 Page Three

65, 665

If this letter meets with your approval, kindly affix your signature below and promptly return the signed copy to this office, accompanied by your check in the amount of as non-refundable earnest money to be applied against the payment due on December 20, 1974.

Very truly yours,

THE NATIONAL FOOTBALL LEAGUE

PETE ROZELLE, Commissioner

I have read the foregoing, consent thereto, and agree to be bound thereby.

Hugh F. Culverhouse

B-11 A - Size and Scope of the Project Estimated Raymond James Stadium Improvements 10/27/2016

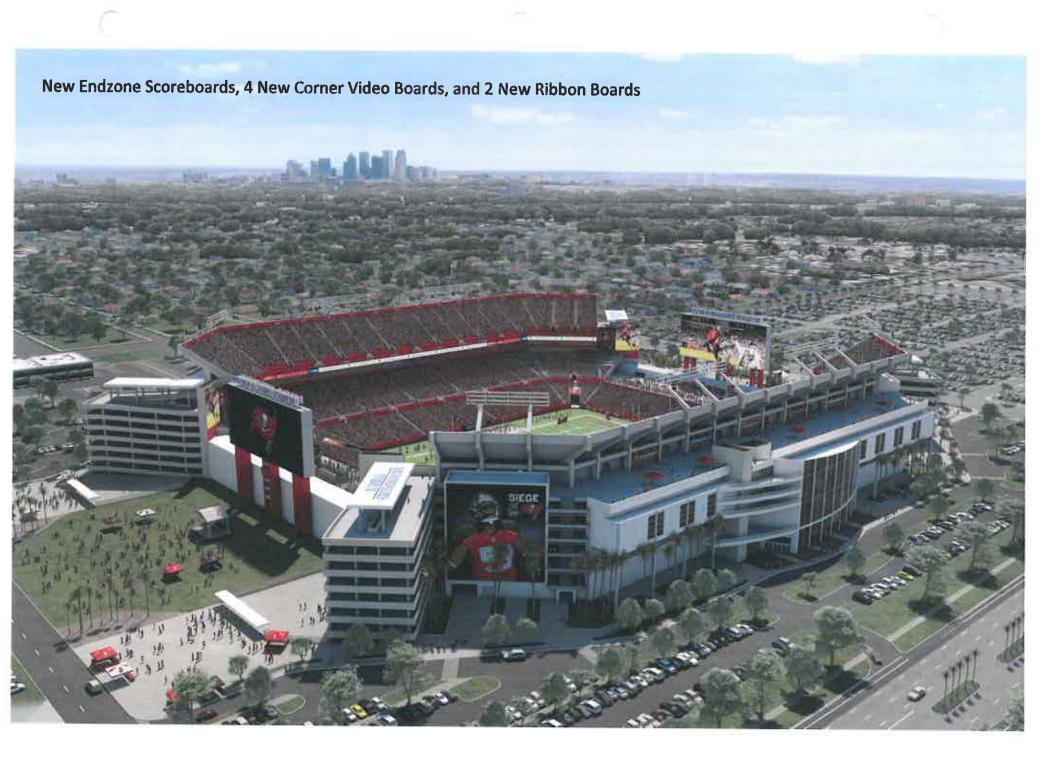
	2016 2017			2016 Plus 2017			
Project Costs	Investment			Investment		Investment	
Bid Package 7: Luxury Suites - Complete remodel of 104 existing suites and pantries	\$	16,435,310	\$	2,250,000	\$	18,685,310	
Bid Package 8: Video/Sound - New scoreboards, ribbon boards, sound system, televisions, etc.	\$	29,083,038	\$	137	\$	29,083,038	
Bid Package 9: Hall of Fame Clubs - Construction of two new super suite areas	\$	8,862,583	\$	200	\$	8,862,583	
Bid Packages 12 and 29: Natural gas line and terrace improvements	\$	645,387	\$	4.61	\$	645,387	
Bid Package 14: Electrical/infrastructure	\$	3,254,863	\$	10,000,000	\$	13,254,863	
Bid Package 16: Control Room - New Audio/Video Control and Rack Room (including cameras, broadcast,	\$	-	\$	200	\$	14	
scoreboard and audio equipment)	\$	7,017,466	\$	199	\$	7,017,466	
Bid Package 23: Corner Video Panels - boards, structure, framing, electrical, etc.	\$	4,106,486	\$	848	\$	4,106,486	
Concessions and concourse improvements	\$	880	\$	6,500,000	\$	6,500,000	
West and East Clubs	\$	_	\$	16,500,000	\$	16,500,000	
Team store and press box	\$	-	\$	3,250,000		3,250,000	
East Galley Up-Fit	\$	-	\$	1,750,000		1,750,000	
Locker rooms .	\$	-	\$	4,000,000		4,000,000	
Other (signage, Wi-Fi, ship improvements, magnetometers, contingency, etc.)	\$	726,748	\$	2,984,000		3,710,748	
TSA design review, administrative and legal fees	\$	778,105	\$	592,895		1,371,000	
Architectural design, professional services and related	\$	2,739,216	S	1,138,090	-	3,877,306	
Interest, insurance, financing costs, etc.	\$	1,840,628	\$	533,842		2,374,470	
	\$	75,489,830	\$	49,498,827	\$	124,988,657	

Projected

Projected

**Projected** 

Please note that the above numbers are estimates that have been based in large part upon a project distribution summary that was prepared by the general contractor. Final project costs are not known at this time, but they will likely vary from the above estimates in aggregate and on a project by project basis. Certain bid packages also include third party costs that relate to the same base improvement project (furniture, televisions, cameras, etc.).



New Endzone Scoreboards, 4 New Corner Video Boards, and 2 New Ribbon Boards



New Endzone Scoreboards, 4 New Corner Video Boards, and 2 New Ribbon Boards



Hall of Fame Club Suite



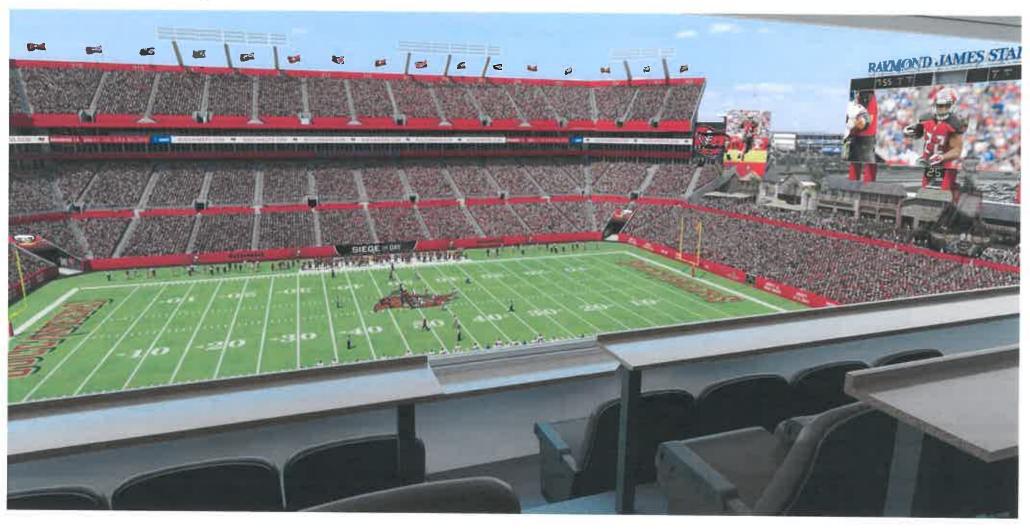
Hall of Fame Club Suite



Hall of Fame Club Suite



Hall of Fame Club Suite



Hall of Fame Club Suite



32 Person Suite



32 Person Suite



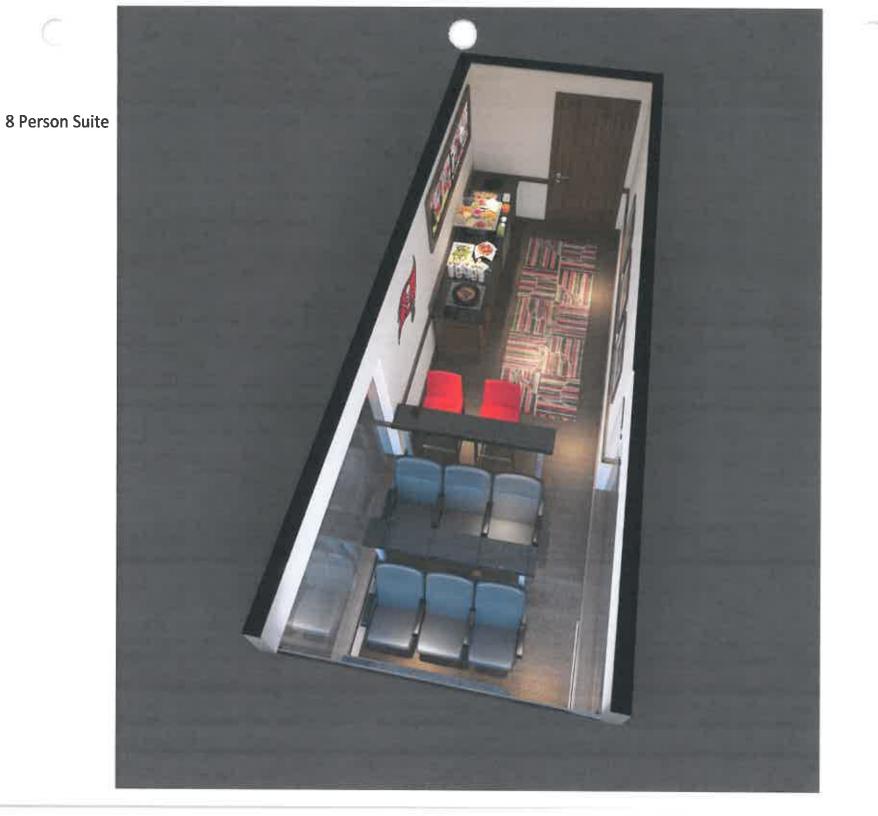
32 Person Suite

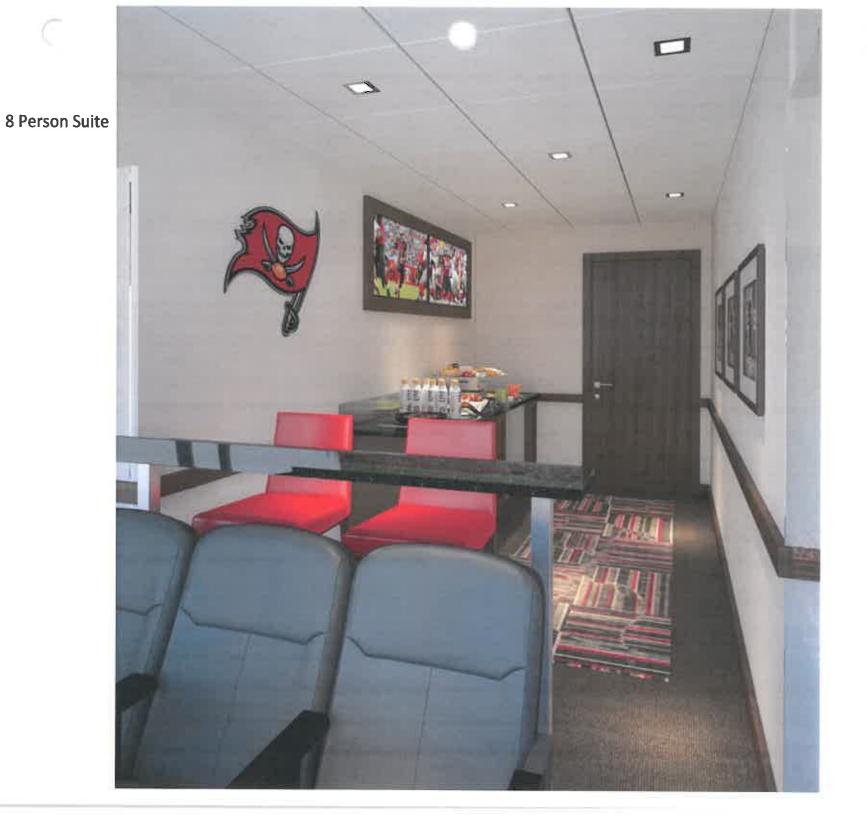


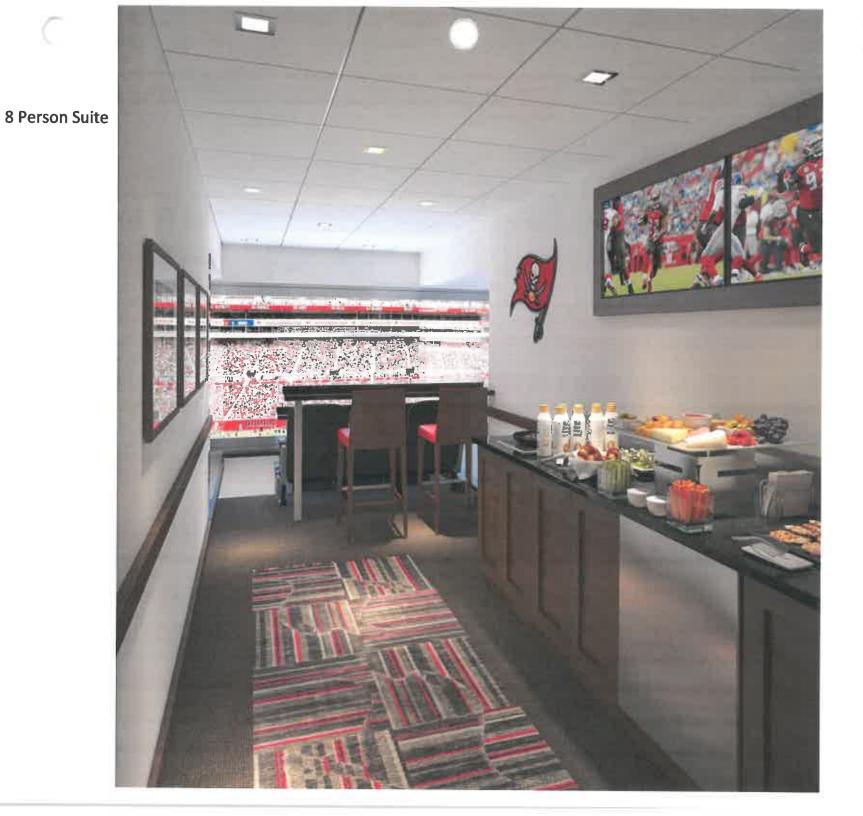












# **Raymond James Stadium Renovations Square Footage by Project**

# 2016

Luxury Suites being renovated 65,00 Video Board / Ribbon Boards 7,04 Corner Video Panels N/A	Project Description	Square Footage
Video Board / Ribbon Boards 7,04 Corner Video Panels N/A	Super Suites	16,490
Corner Video Panels N/a	Luxury Suites being renovated	65,000
141	Video Board / Ribbon Boards	7,040
	Corner Video Panels	N/A
Corner Sponsor Terrace (1) 1,50	Corner Sponsor Terrace (1)	1,508

### <u>2017</u>

Project Description	Square Footage
West Club	56,891
West Atrium Team Store	7,500
West Atrium - Lobby and remaining space	5,700
East Club	49,754
East Atrium - Lobby and Galley Up-Fit	5,700
Press Box	17,781
Main and Upper Concessions	20,548
Additional Suite Improvements	6,201 including balcony
Home Team Locker Room	25,042
Visiting Team Locker Room	12,757



### **CERTIFICATION OF AUTHENTICITY**

The undersigned officer of the Tampa Sports Authority does hereby Certify that the attached document is a true and authentic copy of the Stadium Agreement by and between The Tampa Sports Authority and Buccaneers Stadium Limited Partnership dated August 28, 1996 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 11<sup>th</sup> day of November, 2014, in Tampa, Florida.

Eric Hart, President/CEO

Tampa Sports Authority

### STADIUM AGREEMENT

BY AND BETWEEN

THE TAMPA SPORTS AUTHORITY

and

**BUCCANEERS STADIUM LIMITED PARTNERSHIP** 

dated

August 28, 1996

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### STADIUM AGREEMENT

THIS STADIUM AGREEMENT (the "Agreement") is made this 28th day of August, 1996, by and between TAMPA SPORTS AUTHORITY, a public body corporate and politic of the State of Florida (the "Authority") and BUCCANEERS STADIUM LIMITED PARTNERSHIP, a Delaware limited partnership, whose principal address is One Buccaneer Place, Tampa, Florida 33607 ("BSC"), and the CITY OF TAMPA and HILLSBOROUGH COUNTY, FLORIDA, who are entering into this Agreement for the limited purpose of confirming the rights expressly granted to them and the obligations expressly made by them herein.

#### RECITALS:

WHEREAS, Buccaneers Limited Partnership, a Delaware limited partnership (the "Partnership") has recently completed the purchase of the National Football League franchise currently known as the Tampa Bay Buccaneers (the "Buccaneers") and is now the owner of said National Football League franchise; and

WHEREAS, the Partnership has indicated its intent, subject to the construction of a new football stadium, to continue to operate the National Football League franchise in the City of Tampa, Hillsborough County, Florida; and

WHEREAS, as an inducement to the Partnership to continue to operate the National Football League franchise in Hillsborough County, Florida, the Authority has agreed to construct a new football stadium and to grant to BSC the right to exhibit Buccaneers' NFL football games at the new football stadium; and

WHEREAS, in consideration for the construction of the new football stadium, and in consideration for the additional rights to be granted to BSC under this Agreement, BSC has agreed to enter into this Agreement and to use and enjoy the premises described herein subject to the terms and conditions of this Agreement, and the Partnership has agreed to unconditionally guaranty all of the obligations of BSC described herein; and

WHEREAS, in order to finance the construction of the new football stadium, the Authority contemplates one or more bond issues to raise revenue in an amount sufficient to pay for the costs of such construction; and

WHEREAS, the City of Tampa and Hillsborough County desire to join into this Agreement for the purposes described herein.

NOW, THEREFORE, in consideration of the Recitals described above and the mutual covenants and conditions hereinafter contained, the Authority and BSC hereby agree as follows:

1. DEFINITIONS. The following defined terms shall have the meanings given to them in this Section 1 unless the context clearly indicates otherwise.

"Administration Space" shall mean the Authority's office and administrative space to be located in the Stadium, which is depicted on the Design Program Summary.

"Admission Tickets" shall mean tickets for admission to any seats at the Stadium, including, but not limited to, the Club Seats and Regular Seats, for any and all Stadium Events, and tickets for admission to the Luxury Suites at the Stadium for any and all Stadium Events other than pre-season and regular season NFL football games exhibited at the Stadium.

"Agreement" shall mean this Stadium Agreement by and between the Authority and BSC, as the same may be modified or amended from time to time.

"Approved Alterations" shall have the meaning ascribed to it in Section 9 of this Agreement.

"Architect" shall mean Hellmuth, Obata & Kassabaum, Inc., or any additional architectural firm, including any successor architectural firm, who shall provide the architectural services for the Project.

"Assignee" shall mean any assignee of the rights of BSC under this Agreement.

"Authority" shall mean the Tampa Sports Authority, a public agency politic and corporate of the State of Florida, which was created and exists pursuant to the Enabling Act.

"BSC" shall mean Buccaneers Stadium Limited Partnership, a Delaware limited partnership.

"Back-up Agreement" shall have the meaning ascribed to it in Section 43 of this Agreement.

"Base Contribution" shall have the meaning ascribed to it in Section 5(a) of this Agreement.

"Buccaneers" shall mean the NFL team currently known as the Tampa Bay Buccaneers, or any successor thereto.

"Buccaneers' Events" shall mean Stadium Events, other than Buccaneers' NFL games, which are scheduled by BSC and held at the Stadium and which are reasonably related to the Buccaneers' operations, including, but not limited to, promotional events, practices, scrimmages (including scrimmages with other NFL teams), non-game events for ticket holders, suite holders, and potential ticket holders or suite holders, but excluding music concerts, athletic events (other than NFL football games, scrimmages or practices), and other events which are unrelated to the Buccaneers' operations. Notwithstanding the foregoing, the Authority agrees that BSC shall have the right to have musical groups perform in the Stadium as part of Buccaneers' NFL Games or Buccaneers' Events such as promotional events so long as the performance by the musical groups is an ancillary purpose, rather than the primary purpose, for exhibiting the event.

"Buccaneers' Locker Room" shall mean the locker room to be used by the Buccaneers.

"Buccaneers' NFL Games" shall mean pre-season, regular season and post-season NFL football games (except for the NFL Super Bowl) of the Buccaneers exhibited at the Stadium.

"Cap Increase" shall have the meaning ascribed to it in Section 46(b) of this Agreement.

"Capital Improvements" shall mean all capital replacements, modifications or additions performed with regard to the Stadium in order to maintain both the economic competitiveness of the Stadium and its revenue potential as compared to other NFL stadia and other area sports stadia (such as, for example, the Ice Palace or the Thunderdome) generally and create new revenue enhancing opportunities consistent with those provided in the top one-third of NFL stadia generally, and all capital modifications and additions that are intended to reduce the cost of the operation and maintenance of the Stadium without sacrificing amenities.

"Capital Improvement Fund" shall have the meaning ascribed to it in Section 13(e)(i) of this Agreement.

"Capital Improvement Notice" shall have the meaning ascribed to it in Section 13(e)(ii) of this Agreement.

"Capital Repairs" shall mean (a) all repairs and/or replacements performed with regard to the Stadium that are (i) prudent, (ii) have a useful life of greater than three (3) years, and (iii) are necessary to maintain the roof, foundation and structural integrity of the Stadium and/or preserve the Stadium's usefulness for the purposes for which it is being used hereunder (including, but not limited to, such repairs and/or replacements necessary to ensure that the Club Seats, Luxury Suites and other Club Level amenities, as well as any other seating areas, remain in first-class repair and condition); or (b) such modifications or additions required by applicable laws, rules, regulations or building codes, including, but not limited to, accommodations required to be made under the Americans with Disabilities Act of 1990, as amended.

The term "Capital Repairs" shall also include:

- (A) painting or application of protective coatings:
- (B) repairs and/or replacements that are the result of unsatisfactory work on the initial construction of the Stadium and repairs and/or replacements caused by settling (i.e., broken glass, cracked windows, cracks in concrete, etc.);
  - (C) replacement of carpeting:
  - (D) repairs to or replacement of the playing surfaces of the Stadium;
- (E) upgrades of components to field lighting, the Scoreboards (including message boards, bulbs and circuit breaker panels), and Video Boards, or, if necessary, the replacement of the field lighting, Scoreboards, and Video Boards; and

(F) cleaning of the exterior facade of the Stadium.

"City" shall mean the City of Tampa, Florida.

"Club Level" shall mean the area within the Stadium in which the Club Seats (current and future), the Club Lounge (current and future) and the Luxury Suites (current and future) will be located.

"Club Lounge" shall mean, collectively, the enclosed lounge areas to be located within the Club Level of the Stadium, which shall include restaurants, the lobby to the Club Lounge and other amenities, and any such enclosed lounge areas which may be constructed in the future.

"Club Seats" shall mean the seats sold to the public as "Club Seats", or any other term by which such seats may be referred to in the future.

"Club Seat Revenue" shall have the meaning ascribed to it in Section 5(a)(i) of this Agreement.

"Club Seat Revenue Reduction Formula" shall mean the formula for computing the reduction in the Club Seat Revenue payable pursuant to this Agreement in the event a Buccaneers' NFL Game cannot be exhibited at the Stadium as described in Section 5(a)(i)(C) hereof, which formula is as follows:

Base Contribution Reduction Total number of Buccaneers' NFL Games scheduled at Stadium but not exhibited during applicable Season X

Total number of Buccaneers' NFL Games scheduled at the Stadium during applicable Season

Club Seat Revenue payable by Team for applicable Season

"Commencement Date" shall have the meaning ascribed to it in Section 3 of this Agreement.

"Concession Area" shall mean, collectively, all concession stands within the Stadium at which food and beverages shall be offered for sale, together with related areas, such as condiment stands, and all staging areas which are used to prepare food and beverages for sale within the Stadium, and specifically including all restaurant areas to be located within the Stadium.

"Concession Sale" shall mean each sale of any item of food or any beverage within the Stadium or within the Premises (except for any sale of any item of food or any beverage within the Development Area), or any sale of any item of food or any beverage as part of a Stadium Event.

"Concessionaire Contract" shall mean any contracts with any concessionaire(s) to provide food and/or beverage concessions as part of a Stadium Event (but excluding any agreements for providing food and/or beverages for sale within the Development Area, whether as part of a Stadium Event or otherwise).

"Condemnation Proceedings" shall have the meaning ascribed to it in Section 16(a) of this Agreement.

"Construction Manager" shall mean Huber, Hunt & Nichols, Inc., and Metric Construction Co., a joint venture, which has contracted with the Authority to provide construction management services to the Authority with regard to the Project, or any additional construction management firm, including any successor construction firm, who shall contract with the Authority to provide construction management services for the Project.

"County" shall mean Hillsborough County, a political subdivision of the State of Florida.

"Design Program Summary" shall have the meaning ascribed to it in Section 37(a) of this Agreement.

"Development Agreement" shall mean the Stadium Parcel Development Agreement between BSC and the Authority which is appended hereto as Exhibit B.

"Development Area" shall have the meaning ascribed to it in the Development Agreement.

"Development Lease" shall have the meaning ascribed to it in the Development Agreement.

"Development Order Approvals" shall have the meaning ascribed to it in Section 42(c) of this Agreement.

"Development Rights" shall mean the rights granted to BSC to develop the Premises, less and except the Stadium and the HCAA Parcel, all as more particularly set forth in the Development Agreement.

"Direct Costs" shall mean the direct and actual costs incurred by the Authority in exhibiting a Stadium Event other than a Buccaneers' NFL Game at the Stadium, which shall be limited to costs of providing police, emergency medical personnel, and other personnel employed by the Authority or contracted specifically for such Stadium Event (provided, however, that with regard to any such personnel who may be employees of the Authority, the wages payable to such employees shall only be deemed to be "Direct Costs" to the extent such hours represent time not usually expended by such personnel in the employment of the Authority during an ordinary work week, and provided further that the term "Direct Costs" shall not include the wages or salaries payable to any employees, agents or contractors of the Authority which are deemed overhead of the Authority), and the actual costs of providing utilities and materials for such Stadium Event. The Authority covenants and agrees that the costs incurred by the Authority with regard to any component of such Direct Costs (including, but not limited to, wages payable to personnel) shall not exceed the standard costs for providing such service to other Stadium Events (such as Buccaneers' NFL Games) ordinarily. Any costs

which are deemed overhead of the Authority, rather than actual and direct costs of exhibiting a Stadium Event, shall not be included within the term "Direct Costs."

"Discretionary Funds" shall have the meaning ascribed to it in Section 6(g) of this Agreement.

"Enabling Act" shall mean Chapter 96-520, Laws of Florida 1996.

<u>"Existing Encumbrances"</u> shall have the meaning ascribed to it in Section 42(a)(viii) of this Agreement.

"Existing Stadium" shall mean the existing football stadium owned by the Authority and located on the Premises that is the subject of the Existing Stadium Agreement.

"Existing Stadium Agreement" shall mean that certain Tampa Stadium Agreement dated June 20, 1990, by and between the Authority and Tampa Bay Area NFL Football, Inc., as amended by that certain First Amendment to Tampa Stadium Agreement dated June 21, 1995, by and between the Authority, the Partnership, Tampa Bay Area NFL Football, Inc., and Tampa Bay Buccaneers, Inc., as assigned to the Partnership pursuant to that certain Assignment of Tampa Stadium Agreement dated June 29, 1995, by and between Tampa Bay Buccaneers, Inc., and the Partnership, and as the same may have been further amended previously or may be further amended at any time hereafter.

<u>"Existing Multi-Event Users"</u> shall mean the Major League Soccer franchise known as the Tampa Bay Mutiny and the University of South Florida college football team.

"FAA" shall have the meaning ascribed to it in Section 46(b) of this Agreement.

"Final Plans and Specifications" shall mean the bid packages for specific parts of the Project as described in Section 37(c) hereof.

"Financing Documents" shall mean the bonds, notes, commercial paper or other instruments to be issued by the Authority, the City or the County to raise revenue for all of the cost of the acquisition, design, financing, construction, renovation, equipping, leasehold improvements and other improvements for the Stadium and the Practice Area, including any obligations that are issued to refund or otherwise refinance such obligations.

"Force Majeure" shall mean any event which is beyond the reasonable control of, and is not caused by the fault or negligence of, the party asserting the Force Majeure, which wholly or partially prevents the performance of any of the duties, responsibilities or obligations of the party asserting the Force Majeure (specifically including the obligation of BSC to exhibit Buccaneers' NFL Games at the Stadium as contemplated hereby) and the term "Force Majeure" shall include, but not be limited to, an act of God; an act of the public enemy; fire; explosion or other serious casualty; unusually severe weather (such as hurricane,

earthquake or flood); war (whether declared or not); delay in completion of the Project due to a cause other than a Team Delay; war-like circumstances; invasion; mobilization; revolution or rebellion; terrorist activities; riot or civil commotion; strike, work-stoppage or other labor disturbance (including any strike or lockout involving NFL football players); military usurpation of power; or regulation or orders of governmental authority. Notwithstanding the foregoing, no ordinance, law, rule or regulation enacted by the City or the County and no resolution adopted by the Authority, shall constitute an event of Force Majeure that shall operate to relieve the City, the County or the Authority of its obligations under the Agreement.

"Franchise" shall mean the Buccaneers' NFL franchise.

"HCAA" shall mean the Hillsborough County Aviation Authority, a public agency politic and corporate of the State of Florida.

"HCAA Parcel" shall mean the real property legally described on Exhibit D attached hereto and made a part hereof, less and except the New York Yankees minor league complex located on the HCAA Parcel.

"Hazardous Materials" shall have the meaning ascribed to it in Section 42(a)(xiii) of this Agreement.

"Hazardous Materials Laws" shall have the meaning ascribed to it in Section 42(a)(xiii) of this Agreement.

<u>"Holder"</u> shall mean any person or other entity owning any of the bonds to be issued by the Authority in order to finance the construction of the Stadium, or any person or other entity owning, holding or acting as a trustee or fiduciary with regard to the bonds or any of the other Financing Documents.

"Improvements" shall mean all buildings, structures, improvements and other real and personal property associated therewith from time to time constructed, installed and situated on the Premises, less and except the Stadium, pursuant to a Development Lease or on the Practice Area pursuant to the Practice Area Development and Lease Agreement.

"Leasehold Mortgage" shall have the meaning ascribed to it in the Development Agreement.

<u>"Leasehold Mortgagee"</u> shall mean any mortgagee, trustee, secured party or any other party that claims an interest by, through or under a Leasehold Mortgage.

"Lease Year" shall mean the period of time between the Substantial Completion Date and January 31, 1999 (which shall be a short Lease Year), and each succeeding year-long period between February 1st and January 31st thereafter.

"Luxury Suites" shall mean the enclosed and air conditioned suites to be located within the Stadium as described in the Design Program Summary. There shall be a minimum of one hundred (100) Luxury Suite

modules in the Stadium, each of which shall accommodate seating for a minimum of sixteen (16) persons each (provided, however, that some of the modules may be combined to form larger Luxury Suites).

"Naming Rights" shall mean the exclusive right to name any part of the Premises, including but not limited to the Stadium, the field, and the parking areas located thereon (but specifically excluding the Yankee Complex), and including the right to enter into an agreement or agreements with any third parties whereby BSC shall receive money or other consideration in exchange for granting to such third party or parties the right to name any part of the Premises, including but not limited to the Stadium, the field, and the parking areas located thereon (but not the Yankee Complex).

"Net Concession Percentage" shall mean the percentage of the revenues received by a concessionaire from Concession Sales at any Stadium Event which shall be payable to BSC (for any Buccaneers' NFL Game or Buccaneers' Event) or payable to BSC or the Authority subject to the terms of Section 10 hereof (for any Stadium Event other than a Buccaneers' NFL Game or Buccaneers' Event), as the case may be, under a Concessionaire Contract.

"NFL" shall mean the National Football League, a not-for-profit association presently having its principal executive office at 410 Park Avenue, New York, New York.

"NFL Ticket Surcharge Revenue" shall have the meaning ascribed to it in Section 5(a)(v) of this Agreement.

"Non-Disturbance Agreement" shall mean an agreement between the Authority and any Sublessee, or an agreement between a Holder and any Sublessee, as required by and conforming with the provisions of Section 11(c) hereof.

"Non-NFL Ticket Surcharge Revenue" shall have the meaning ascribed to it in Section 5(b) of this Agreement.

"Parking Facility" shall mean the areas located in the Premises, the HCAA Parcel and all other areas controlled by the Authority (specifically including the Yankee Complex) which shall be available to the patrons of Stadium Events for parking; subject, however, to the rights of BSC to reconfigure, alter and temporarily diminish parking areas located within the Premises in accordance with the terms and conditions of this Agreement and/or the Development Agreement.

"Parking Sale" shall mean each sale of a right to park a motor vehicle within the Parking Facility for a single Stadium Event.

"Partnership" shall mean Buccaneers Limited Partnership, a Delaware limited partnership.

"Permanent Spaces" shall have the meaning ascribed to it in Section 6(c) of this Agreement.

<u>"Practice Area"</u> shall mean the training facility to be used by the Buccaneers for practice and training, together with such parking areas for the training facility as shall be deemed reasonably adequate by BSC.

"Practice Area Development and Lease Agreement" shall mean the Development and Lease Agreement relating to the Practice Area which is appended hereto as Exhibit E.

"Practice Area Improvement Allowance" shall have the meaning ascribed to it in Section 6(g) of this Agreement.

"Premises" shall mean, subject to any express grants or limitations contained in this Agreement, that certain parcel of land located in Tampa, Hillsborough County, Florida and the Stadium to be constructed thereon, bounded by Martin Luther King, Jr. Boulevard, Dale Mabry Highway, Himes Avenue and Tampa Bay Boulevard, more particularly described on Exhibit F attached hereto and made a part hereof, and the HCAA Parcel (subject to the rights of the Authority to sell the HCAA Parcel in accordance with the terms and conditions of Section 46 hereof).

"Project" shall mean the construction of the Stadium and all improvements related thereto in accordance with the Final Plans and Specifications, and all activities directly related thereto, including, but not limited to, planning and design activities, permitting and licensing, testing, architectural and engineering services, acquisition of all materials, binding of insurance and the construction and installation of all improvements, fixtures, furniture and equipment, and the demolition and removal of the Existing Stadium; provided, however, that the term "Project" as used herein, shall not include BSC's obligation to build-out the team stores and production studio which are part of the Team Space pursuant to this Agreement.

"Project Neutral" shall mean Hill International, Inc., or any other similar entity mutually agreeable to the parties.

"Recitals" shall mean the foregoing recitals which are true and correct and are incorporated herein by this reference.

"Regular Seats" shall mean the seating area in the Stadium for holders of regular admission tickets.

"Renewal Term" shall have the meaning ascribed to it in Section 45 of this Agreement.

"Retainage Wall Signage" shall have the meaning ascribed to it in Section 6(a)(ii)(B) of this Agreement.

"Revenues" shall have the meaning ascribed to it in Section 10 of this Agreement.

<u>"Scoreboards"</u> shall mean the Stadium scoreboards including the attendant sound systems, message boards and game clocks, but excluding the Video Boards.

"Signage" shall mean all signage (permanent or temporary) and any and all other media used for advertising or marketing purposes in the Premises, including, but not limited to, any such signage or other advertising media located in or on the Stadium, and such signage and other media without limitation, the Scoreboard, the Video Boards (including "JumboTron"-type screens), advertising signs, banners or displays, time clocks, message boards, billboards, public address announcements, and any other media located within the Premises and in, on or around the Stadium through which BSC or any party holding rights pursuant to an agreement with BSC advertises or markets or may advertise or market products, services, events or any other items. The term "Signage," as used herein, shall specifically include any media not presently utilized or contemplated by the parties which may be utilized at any time in the future for the advertising or marketing of products, services, events, or other items within the Premises.

"Season" shall mean a period of time during each Lease Year commencing on the date upon which the first Buccaneers' NFL Game of the NFL football season is scheduled to be exhibited, and terminating on the date that the last Buccaneers' NFL Game of the season, whether regular season or post-season, for the applicable NFL football season is scheduled to be exhibited.

<u>"Seat Deposits"</u> shall mean the deposits for Club Seats or Regular Seats delivered to Stadium Task Force, Inc., as part of the "Charter Seat Deposit" campaign administered by Stadium Task Force, Inc.

"Second Amendment" shall have the meaning ascribed to it in Section 40(a) of this Agreement.

"Sponsor" shall mean a company, person or other entity which funds or underwrites the exhibition of a Stadium Event other than a Buccaneers Event or Buccaneers' NFL Game, provided that any reference to a "Sponsor" with regard to any Stadium Event which is being sponsored by such Sponsor pursuant to the terms and conditions of this Agreement shall only refer to the Sponsor itself and shall not allow any Sponsor to refer in its advertising messages to multiple related companies or to any products as part of its exercise of Sponsorship Rights hereunder.

"Sponsorship Rights" shall mean the right to acknowledge sponsors of Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events as provided herein.

<u>"Stadium"</u> shall mean the football stadium to be constructed in Hillsborough County, Florida, pursuant to the terms and conditions of this Agreement, and shall include, but not be limited to, the Concession Area, the Luxury Suites, the Club Lounge, the Scoreboards, the Video Boards, the Team Space and all other areas that may be located therein.

<u>"Stadium Contracts"</u> shall mean the contracts for construction, design, engineering, consulting, and other services, and the contracts for goods, materials and equipment to be entered into by the Authority as part of the construction of the Stadium.

"Stadium Events" shall mean any and all sports contests, music concerts, or other events of any kind which may be scheduled at the Stadium during the Term hereof, and any events of any kind which may be scheduled by the Authority and exhibited within the Parking Facility or elsewhere on the Premises during the Term hereof, including, but not limited to, Buccaneers' NFL Games and Buccaneers' Events (provided that any events scheduled and exhibited within lands subject to a Development Lease shall not be deemed a Stadium Event for the purposes hereof provided that such events are reasonably related to the operation or promotion by BSC or any Sublessee of any businesses or commercial establishments located within said lands).

"Sublessee" shall mean any sublessee, sublicensee, Leasehold Mortgagee or other holder of rights to the Development Area by, through or under BSC.

"Substantial Completion" shall have the meaning ascribed to it under Section 37(k) of this Agreement.

"Substantial Completion Date" shall have the meaning ascribed to it in Section 37(k) of this Agreement.

"Surcharge Fund" shall have the meaning ascribed to it in Section 5(b) of this Agreement.

"Surcharge Revenue" shall mean collectively the Ticket Surcharge Revenue and additional revenues collected from surcharges on Concession Sales or Parking Sales, if any, which shall be collected by BSC or the Authority pursuant to the terms of Section 5(b) hereof.

"TSA Contracts" shall have the meaning ascribed to it in Section 6(r) of this Agreement.

"Taking" shall have the meaning ascribed to it in Section 16(a) of this Agreement.

"Team Delay" shall mean (a) delays which actually cause the Authority to miss the Substantial Completion Date as a result of BSC's failure to timely review and approve the Design Program Summary, Design Development Documents or the Final Plans and Specifications pursuant to the terms of this Agreement, and (b) delays which actually cause the Authority to miss the Substantial Completion Date as a result of acts of unreasonable interference by BSC during construction of the Stadium.

"Team Space" shall mean the areas within the Stadium or immediately adjacent to the Stadium (including, but not limited to, any improvements constructed adjacent to the Stadium pursuant to the Plans and Specifications), to be held by BSC for its exclusive use, which shall mean (a) the ticket office of BSC, which shall include six (6) ticket windows to be used by the Buccaneers for the sale of tickets to Buccaneers' NFL Games or Buccaneers' Events, (b) the two (2) retail stores to be operated exclusively by BSC for the sale of

retail goods, (c) the area to be used as a studio for the production of television and/or radio broadcasts of Stadium Events from the Stadium and for other productions, and (d) the storage area of BSC (which shall not exceed 3,000 square feet in area). The exact location and layout of the Team Space shall be as shown in the Design Development Documents.

"Term" shall have the meaning ascribed to it under Section 4 of this Agreement.

"Term Sheet" shall have the meaning ascribed to it in Section 33 of this Agreement.

"Ticket Surcharge" shall mean a surcharge equal to eight percent (8%) of the price of any Admission Ticket sold for any Stadium Events to be exhibited in the Stadium during the initial Term of this Agreement; provided, however, that the Ticket Surcharge shall not exceed Two and 50/100ths Dollars (\$2.50) per Admission Ticket.

<u>"Trustee"</u> shall mean a nationally chartered or state chartered financial institution acceptable to BSC and the Authority in their reasonable discretion.

"Uncontrollable Construction Delays" shall mean (a) fire or other physical destruction or delay including lightning, explosion, flood, earthquake, hurricane, unusually severe storm or other unusually severe action of the elements, or other Acts of God or similar events outside of the Authority's control which result in loss or damage, (b) strikes, lockouts and/or labor disputes, (c) the discovery of unforseen site conditions on the Premises, (d) war-like circumstances, invasion, mobilization, revolution or rebellion, terrorist activities, riot or civil commotion, or military usurpation of power, (e) Team Delay, or (f) a change of law which makes any requirements affecting the testing, design, engineering, construction, acceptance or operation of the project more burdensome than the most stringent requirements contained under the laws that existed at the time this Agreement was executed (provided, however, that no ordinance enacted by the City or the County and no resolution adopted by the Authority shall constitute such a change of law that shall operate to relieve the City, the County or the Authority of their obligations under this Agreement).

"Video Boards" shall have the meaning ascribed to it in Section 6(n) of this Agreement.

"Yankee Complex" shall mean the portion of the HCAA Parcel presently occupied by the New York Yankee Partnership and the property owned or controlled by the Authority located west of Dale Mabry Highway on which a baseball stadium and related areas, including parking areas, are located, which the New York Yankee Partnership presently or may hereafter hold the right to use and enjoy.

2. PREMISES. In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of BSC to be observed and performed under this Agreement, the Authority hereby licenses to BSC, and BSC hereby accepts from the Authority, the Premises and the other rights described herein, TO HAVE AND

TO HOLD for the Term described herein. This Agreement and the rights of the parties set forth herein shall create only the relationship of "licensor" and "licensee" between the Authority and BSC.

- 3. COMMENCEMENT OF TERM. This Agreement shall become effective, and the Term of this Agreement shall commence, upon the full execution hereof by BSC, the Authority, the NFL, the City and the County (the "Commencement Date"). BSC shall have no obligation to pay any rent or other charges under this Agreement until after the first Season in which Buccaneers' NFL Games are exhibited at the Stadium. Notwithstanding the foregoing, BSC shall not have the right to use and enjoy the Stadium and shall not have the right to exercise any of its Development Rights until Substantial Completion of the Stadium, provided, however, that the Authority acknowledges and agrees that BSC shall have the right, prior to Substantial Completion of the Stadium, (a) to hold Stadium tours with related activities for prospective ticket holders or suite holders, provided that BSC shall comply with the reasonable requirements of the Authority and its construction manager concerning insurance and liability issues, and (b) to enter into those areas of the Stadium to be controlled by BSC, including, but not limited to, the retail shopping areas and the production facility which are part of the Team Space, for the purposes of preparing such areas for occupancy by BSC, in accordance with the terms hereof, as long as such uses described in (a) and (b) above do not unreasonably interfere with the construction of the Project.
- 4. TERM. Unless sooner terminated pursuant to the terms and conditions of this Agreement, the Term of this Agreement shall commence on the Commencement Date and shall expire on January 31, 2028 (the "Term"); subject, however, to the rights of BSC to extend the Term and renew this Agreement as described in Section 45 below. The Authority acknowledges and agrees that it shall have no right to terminate this Agreement except in accordance with the express terms and conditions hereof.

## 5. <u>ANNUAL CONTRIBUTION</u>.

- (a) Base Contribution. For the initial Term of this Agreement, BSC agrees to pay as BSC's annual contribution for its use of the Premises the Club Seat Revenue described in Section 5(a)(i) below and the NFL Ticket Surcharge Revenue described in Section 5(a)(v) (collectively, the "Base Contribution") pursuant to the following terms and conditions:
  - (i) For each Season during the initial Term of this Agreement, commencing with the 1998 Season, BSC shall pay the sum of Three Million Five Hundred Thousand and No/100ths Dollars (\$3,500,000.00) (the "Club Seat Revenue") in the aggregate to the Authority as its annual contribution in the form of rent for use of the Stadium and the Practice Area and as compensation for the Development Rights. The Club Seat Revenue shall be allocated as follows: (x) Two Million and No/100ths Dollars (\$2,000,000.00) as rent for use of the Stadium, (y) One Million and No/100ths Dollars (\$1,000,000.00) as rent for use of the Practice Area, and (z) Five Hundred Thousand and

No/100ths Dollars (\$500,000.00) as compensation for the Development Rights. In the event BSC elects not to lease or continue to lease the Practice Area from the Authority for any reason, the annual rent for the use of the Stadium shall be increased by the amount set forth in clause (y) above and in the event BSC relinquishes its Development Rights the annual rent for the use of the Stadium shall be increased by the amount set forth in clause (z) above. BSC shall pay the Club Seat Revenue to the Authority annually in one (1) lump sum commencing on January 31, 1999, and continuing on the 31st day of January of each year thereafter throughout the remainder of the Term hereof. BSC and the Authority acknowledge that the sums to be paid by BSC to the Authority as Club Seat Revenue shall be sums received by BSC as a premium from the sale of Club Seats at Buccaneers' NFL Games (provided, however, that if the sums actually received by BSC as a premium from the sale of Club Seats at Buccaneers' NFL Games during any applicable Season shall be less than \$3,500,000.00, BSC shall pay to the Authority, in addition to the sums received by BSC as a premium from the sale of Club Seats at Buccaneers' NFL Games during the applicable Season, such additional sums actually received by BSC from the sale of Admission Tickets for seating in the Regular Seats at Buccaneers' NFL Games as are necessary to satisfy the deficit). Notwithstanding anything contained herein to the contrary, in the event that (A) any Buccaneers' NFL Games cannot be exhibited at the Stadium during the 1998 Season or any Season thereafter as a result of a delay in achieving Substantial Completion of the Stadium, and such delay in completing the Stadium results from any cause other than an Uncontrollable Construction Delay, the Club Seat Revenue payable by BSC for the 1998 Season and any applicable Season thereafter shall be reduced pursuant to the formula described in Section 5(a)(ii) below, (B) if Substantial Completion of the Stadium is further delayed as described in Section 5(a)(iii) below, the Club Seat Revenue payable by BSC for the 1999 Season and any applicable Season thereafter, shall be deferred and shall not be payable until January 31, 2028, as provided in Section 5(a)(iii) below, and (C) in the event that any Buccaneers' NFL Games in any Season during the Term of this Agreement cannot be exhibited at the Stadium as a result of any Force Majeure, then the Club Seat Revenue payable by BSC for such Season shall be reduced pursuant to the Club Seat Revenue Reduction Formula.

(ii) If Substantial Completion of the construction of the Stadium shall be delayed for any reason other than an Uncontrollable Construction Delay and, as a result, one or more regular season Buccaneers' NFL Games designated as a home game of BSC by the NFL in the 1998 Season or any subsequent Season cannot be exhibited at the Stadium, the amount payable by BSC as Club Seat Revenue in respect of the 1998 Season or any subsequent Season shall be reduced by Four Hundred

Thirty Seven Thousand Five Hundred and No/100ths Dollars (\$437,500.00) for each such regular season Buccaneers' NFL Game that cannot be exhibited in the Stadium, which shall be in lieu of any reduction in Club Seat Revenue resulting from the application of the Club Seat Revenue Reduction Formula.

- (iii) The amount payable by BSC as Club Seat Revenue shall be subject to the following deferrals if the Stadium is not Substantially Complete by the dates listed below:
  - (A) If the Stadium is not Substantially Complete by January 31, 1999, for any reason other than an Uncontrollable Construction Delay, \$1,000,000.00 of the Club Seat Revenue payable by BSC for the 1999 Season shall be deferred and shall not be payable until January 31, 2028.
  - (B) If the Stadium is not Substantially Complete by February 28, 1999, for any reason other than an Uncontrollable Construction Delay, then an additional \$1,000,000.00 (or a total of \$2,000,000.00) of the Club Seat Revenue payable by BSC for the 1999 Season shall be deferred and shall not be payable until January 31, 2028.
  - (C) If the Stadium is not Substantially Complete by March 31, 1999, for any reason other than an Uncontrollable Construction Delay, BSC's obligation to pay an additional \$1,000,000.00 (or a total of \$3,000,000.00) of Club Seat Revenue for the 1999 Season shall be deferred and shall not be payable until January 31, 2028.

The reduction and deferrals applicable to Club Seat Revenue described in Sections 5(a)(ii) and 5(a)(iii) shall be allocated proportionately between the percentage of the Club Seat Revenue allocated to rent for the Stadium, rent for the Practice Area and compensation for the Development Rights in accordance with the percentages set forth in Section 5(a)(i) above.

- (iv) To the extent that the Club Seat Revenue Reduction Formula may be applicable to the Club Seat Revenue payable by BSC during the 1999 Season, the amounts resulting from the application of the Club Seat Revenue Reduction Formula shall be applied first to any amounts of the 1999 Club Seat Revenue payable by BSC on January 31, 2000, and then to any amounts of such 1999 Club Seat Revenue subject to deferral as provided in Section 5(a)(iii) above.
- (v) BSC shall impose a Ticket Surcharge on all Admission Tickets sold by BSC for Buccaneers' NFL Games or Buccaneers' Events and shall pay to the Authority, in addition to the Club Seat Revenue, all sums actually received by BSC as a Ticket Surcharge on such Admission Tickets for each Lease Year during the Term of this Agreement commencing with the first Lease Year in which BSC shall exhibit Buccaneers' NFL Games or Buccaneers' Events at the Stadium (the "NFL Ticket Surcharge Revenue"); provided, however, that

the amounts, if any, payable by BSC as sales and use taxes on any Ticket Surcharge shall be paid out of the amounts collected by BSC and shall be excluded from the NFL Ticket Surcharge Revenue for the purposes of this Agreement. BSC shall pay the NFL Ticket Surcharge Revenue for each Lease Year to the Authority within thirty (30) days after each Buccaneers' NFL Game or Buccaneers Event exhibited during the Applicable Season. Notwithstanding anything contained herein to the contrary, (A) there shall be no Ticket Surcharge payable with regard to the Seat Deposits, and (B) in the event that the Authority shall discontinue collection of Ticket Surcharges on Admission Tickets for Stadium Events other than Buccaneers' NFL Games or Buccaneers' Events, then BSC shall have no further obligation to collect a Ticket Surcharge on Admission Tickets sold by BSC for Buccaneers' NFL Games or Buccaneers' Events or to pay any such amounts to a Authority.

- (vi) The sums paid to the Authority as Club Seat Revenue shall be applied to the payment of the obligations due under the Financing Documents or shall be applied to operations and maintenance costs at the sole discretion of the Authority.
- (b) The Authority shall also collect (or shall cause any licensee who uses the Surcharges. Stadium to collect and shall receive from such licensee) a Ticket Surcharge on all Admission Tickets sold for any Stadium Events (other than Buccaneers' NFL Games or Buccaneers' Events) which are held during the Term of this Agreement (the "Non-NFL Ticket Surcharge Revenue"), and the NFL Ticket Surcharge Revenue and the Non-NFL Ticket Surcharge Revenue shall be collectively deemed to be the "Ticket Surcharge Revenue" for the purposes hereof. The first One Million Nine Hundred Thirty Thousand and No/100ths Dollars (\$1,930,000.00) of the Ticket Surcharge Revenue, net of sales taxes, collected by BSC and the Authority for each Lease Year during the initial Term of this Agreement (commencing with the Lease Year in which the first Buccaneers' NFL Game shall be exhibited in the Stadium) shall be applied by the Authority to the payment of the obligations due under the Financing Documents or to the operation and maintenance obligations of the Authority as determined by the Authority. All Ticket Surcharge Revenue collected by BSC and the Authority in excess of \$1,930,000.00, net of sales taxes, during any Lease Year shall be deposited into a fund which shall be used to offset any future deficits in the amount of the Ticket Surcharge Revenue collected by BSC and the Authority during any of the Lease Year (the "Surcharge Fund"). To the extent there shall be any deficit in the amount of Ticket Surcharge Revenue collected during any Lease Year versus anticipated collections, the amounts available in the Surcharge Fund shall be applied to such deficit. At any time, from time to time, that the balance of the Ticket Surcharge Fund shall exceed \$1,000,000.00, the Authority shall deposit all sums in excess of \$1,000,000.00 into the Capital Improvement Fund and such funds shall be deemed "Discretionary Funds" for the purposes of this Agreement. The Authority shall deliver to BSC, at

the end of each Lease Year, an accounting of the amounts collected as Ticket Surcharges and of the amounts deposited into and disbursed from the Surcharge Fund. Further, upon discontinuation of the surcharges, the entire balance of the Ticket Surcharge Fund shall be transferred into the Capital Improvement Fund and shall be deemed "Discretionary Funds" for the purposes of this Agreement. To the extent that there may be any deficit in the Ticket Surcharge Revenue collected during any Lease Year, and the amounts available in the Surcharge Fund are not sufficient to satisfy the deficit, the Authority shall be liable for any remaining deficit in the amount of the Ticket Surcharge Revenue collected during such Lease Year. At least thirty (30) days prior to the commencement of each Lease Year, the Authority shall reasonably estimate the amount to be collected as Ticket Surcharge Revenue (as well as any Surcharge to be collected on parking and concessions, if applicable) for such Lease Year and shall deliver written notice of such estimate to BSC upon the determination thereof. The Ticket Surcharge shall become effective on the first day of the new Lease Year, provided, however, that to the extent tickets are priced and sold for Stadium Events prior to the determination of the amount of the Ticket Surcharge for any applicable Lease Year, amount of the Ticket Surcharge applicable to such events shall be the Ticket Surcharge applicable for the previous Lease Year. If the total amount of the Ticket Surcharge Revenue which is reasonably anticipated to be collected for such Lease Year is less than \$1,930,000.00, net of sales taxes, and the money available in the Surcharge Fund shall not be sufficient to satisfy the anticipated deficit, then the Authority may collect a surcharge on Concession Sales and/or Parking Sales in such amount as shall be reasonably anticipated to generate such additional funds as are necessary to eliminate the deficit in the amount of the Ticket Surcharge Revenue to be collected during the applicable Lease Year. Notwithstanding anything contained herein to the contrary, in the event that it shall be determined that the amount reasonably anticipated to be collected for such Lease Year as a Ticket Surcharge is less than \$1,930,000.00, net of sales taxes, and the money available in the Surcharge Fund shall not be sufficient to satisfy the deficit, BSC shall have the right, but not the obligation, to pay to the Authority such amounts as are necessary to satisfy the anticipated deficit as additional NFL Ticket Surcharge, in lieu of the levy of a surcharge on Concession Sales or Parking Sales. All revenues raised as part of any such surcharge on Concession Sales or Parking Sales shall be deemed to be "Ticket Surcharge Revenue" for the purposes of this Agreement and shall be applied accordingly. The Authority hereby agrees, at the request of BSC, to make available to BSC for its inspection and examination, all of the books and records that relate to the Authority's handling of the Ticket Surcharge Revenue and the Surcharge Fund. Further, the Authority also agrees to make the aforementioned books and records available to a certified public accountant, selected by BSC, for review and audit if BSC so elects, for such purposes.

- (c) <u>Sales and Use Taxes</u>. BSC shall be responsible for and shall pay, together with all payments of Club Seat Revenue due hereunder, all sales and use taxes, if any, which may be payable on the Club Seat Revenue payments due from BSC hereunder.
- agree that the Authority, and not BSC, shall be liable for any ad valorem real property, intangible and other taxes which may be incurred as a result of the existence of the interest of BSC in and to the Premises created pursuant to this Agreement or for any other reason arising with regard to the use of the Premises by BSC; provided, however, that (i) BSC and the Authority shall each be responsible for one-half (½) of the ad valorem real estate taxes or intangible taxes which may be incurred as a result of the existence of the interest of BSC in and to the Team Space created pursuant to this Agreement, and (ii) BSC shall be responsible for any such taxes which may be incurred as a result of the exercise by BSC of its Development Rights pursuant to the terms and conditions of the Development Agreement.
- (e) Additional Taxes. Other than as specifically provided in this Agreement, the Authority agrees that it will not impose any new or additional user fees or other charges on BSC's revenues, income, property or operations derived from or related to operation by BSC of the NFL franchise or the Stadium or BSC's exercise of any of the additional rights (including, but not limited to, the Development Rights) granted to BSC pursuant to the terms and conditions of this Agreement.

### 6. <u>ADDITIONAL RIGHTS</u>.

### (a) Advertising.

BSC the sole and exclusive right to undertake any and all advertising or marketing of any kind on the Premises, including but not limited to any advertisements or marketing distributed through the Signage and any related media, whether printed, transmitted on a video screen or message board, transmitted verbally, or otherwise, whether presently available or made available in the future, for all Buccaneers' NFL Games and Buccaneers' Events, and at all other times during the Term hereof, and to contract with third parties and grant to such third parties the right to exercise such advertising rights for all Buccaneers' NFL Games and Buccaneers' Events, and at all other times during the Term hereof, subject only to the rights of the Authority to grant Sponsorship Rights to users of the Stadium for Stadium Events other than Buccaneers' NFL Games or Buccaneers' Events pursuant to the terms of subsections 6(a)(ii), (iii), (iv) and (v) below. BSC shall retain all monies or other compensation received by BSC as part of BSC's exercise of the advertising rights granted to BSC pursuant to this Section 6(a). The purpose of this provision is to vest in BSC, subject only to the terms of subsections

6(a)(ii), (iii), (iv) and (v) below, all advertising and marketing rights of any kind with regard to the Stadium and the Premises, for all Stadium Events and at all other times during the Term hereof.

The parties hereto agree that a significant portion of the value of the advertising rights granted to BSC hereunder is due to the television exposure of the Scoreboards and Signage. The Authority hereby agrees that it shall prevent the use of "blocking" technology, whereby any sign or message located on the Signage or elsewhere may be obscured or replaced, as part of any broadcast or transmission of any kind of any Stadium Event other than a Buccaneers' NFL Game or Buccaneers' Event being exhibited at the Stadium. Further, the Authority hereby agrees that it shall prevent the use of any "insertion" technology, whereby signage or advertising shall be inserted into any broadcast or transmission of any kind, as part of any broadcast or transmission of any kind of a Stadium Event being exhibited at the Stadium (it being the intent of the parties hereto that the right to employ such "insertion" technology or any other new technology with regard to any broadcast or transmission of any kind of any Stadium Event shall be included within the advertising rights granted to BSC hereunder).

- (ii) The Authority may grant to the Existing Multi-Event Users of the Existing Stadium the following rights with regard to the exhibition of Stadium Events by such Existing Multi-Event Users at the Stadium:
  - A. Both Existing Multi-Event Users can grant Sponsorship Rights to a Sponsor of any Stadium Event of the Existing Multi-Event Users. As part of the grant of such rights to sponsors by the Existing Multi-Event Users, the Existing Multi-Event Users shall agree to use their best efforts to avoid conflicts with the advertisers of BSC which have Signage rights at the Stadium.
  - B. Both Existing Multi-Event Users shall have a right to one half (½) of the signage to be located along the retaining wall circling the field (the "Retaining Wall Signage"), and BSC shall have the right to use one-half (½) of the Retaining Wall Signage as permanent signage for all Stadium Events exhibited by the Existing Multi-Event Users. BSC and the applicable Existing Multi-Event Users, respectively, shall have the right to use every other sign which is part of the Retaining Wall Signage to be exhibited at the Stadium Event. The size of the signs located within the Retaining Wall Signage shall be mutually agreed upon by BSC and the Authority. Existing Multi-Event Users shall have the right to erect on-field signage consisting of three foot (3') by twenty foot (20') running boards for their events, and to allow Sponsors of their event to display signs on such running boards.

All signs erected or used by Existing Multi-Event Users may only feature the name of the Sponsor, and shall include the words, in prominent type, "sponsored by:" or "presented by:". The running board signage to be erected by the Existing Multi-Event Users shall not unreasonably obscure the Retaining Wall Signage. The Existing Multi-Event Users may only use single, non-changing signs, featuring a single Sponsor, as part of their exercise of Sponsorship Rights hereunder.

- C. If BSC shall grant the Naming Rights for the Stadium to any third party in accordance with the terms hereof on or before June 15, 1998, then the Authority hereby agrees that, notwithstanding anything contained herein to the contrary, any Sponsors who may conflict or compete with the business or other entity which has been granted the Naming Rights for the Stadium shall not be allowed to be a Sponsor of any Stadium Event of the Existing Multi-Event Users or to exercise any Sponsorship Rights with regard thereto. If BSC shall grant the Naming Rights for the Stadium to any third party in accordance with the terms hereof after June 15, 1998, Existing Multi-Event Users may have Sponsors which conflict with the business or other entity which has been granted the Naming Rights, if either Existing Multi-Event User has an existing sponsorship agreement with a conflicting Sponsor, for one (1) season after the grant of the Naming Rights but not for any season thereafter.
- D. Existing Multi-Event Users shall also have the right to erect temporary signage for their Sponsors at the entrance gates and ramp landings of the Stadium, in form and at locations mutually agreeable to the Authority and BSC in their reasonable discretion, provided such signage is otherwise in accordance with the terms of this Section 6(a)(ii). Such temporary signage shall be removed by the Existing Multi-Event Users if another Stadium Event will be exhibited at the Stadium prior to the next event of the Existing Multi-Event Users.
- E. The Sponsorship Rights granted to Existing Multi-Event Users under this Section 6(a)(ii) can be exercised solely by the Existing Multi-Event Users and are not assignable. Further, if either of the Existing Multi-Event Users should discontinue exhibiting games at the Stadium for a period of greater than twelve (12) months, the rights of the applicable Existing Multi-Event Users under this Section 6(a)(ii) shall automatically expire.
- F. As part of the Retaining Wall Signage, no Sponsor of any Stadium Event (whether the event of an Existing Multi-Event User or another user) shall have their signs

featured more than once per one-third (1/3rd) section of the Retaining Wall Signage on each of the two (2) sides of the Stadium.

- (iii) The Authority may grant to multiple-event users other than the Existing Multi-Event Users, for Stadium Events of such users, the right to grant Sponsorship Rights to Sponsors subject to the following terms and conditions:
  - A. Such users may grant Sponsorship Rights to Sponsors, but shall specifically agree not to grant such Sponsorship Rights to Sponsors who are in the business of producing or distributing beer or wine, or who are in the business of producing or distributing soft drinks, without the prior written consent of BSC. In addition, such users shall not have the right to grant Sponsorship Rights to any Sponsor in an additional category of business to be selected by BSC (such as, for example, banking, commercial airlines or telecommunications). BSC shall select such third (3rd) category of business no later than August 1, 1998. Further, to the extent that BSC shall grant the Naming Rights for the Stadium to any third party, such users shall not have the right to grant Sponsorship Rights to businesses that compete or conflict with the business of the party holding the Naming Rights for the Stadium. Finally, BSC shall have the right to change the categories of business in which such users cannot grant Sponsorship Rights to Sponsors with the consent of the Authority, such consent not to be unreasonably withheld.
  - B. Any such multiple-event user other than the Existing Multi-Event Users shall have the right to use one-half (½) of the Retaining Wall Signage as part of the Stadium Events of such user, and BSC shall have the right to use one-half (½) of such Retaining Wall Signage as permanent signage for Stadium Events of such users for signs of its advertisers. BSC and such other user, respectively, shall have the right to use every other sign within the Retaining Wall Signage respectively. All such signs erected by such multiple-event user shall feature the name of said Sponsor and shall also feature the words, prominently displayed, "sponsored by:" or "presented by:". The size of the signs located within the Retaining Wall Signage shall be mutually agreed upon by BSC and the Authority. Any such multiple-event users other than Existing Multi-Event Users may not erect on-field signage consisting of running boards for their events, and may employ only single, non-changing signs, featuring a single Sponsor, as part of their exercise of Sponsorship Rights hereunder. Such multiple-event users other than Existing Multi-Event Users shall, however, have the right to erect temporary signage for their Sponsors at the entrance gates and ramp landings of the Stadium, in form and at locations

mutually agreeable to the Authority and BSC in their reasonable discretion, provided such signage is otherwise in accordance with the Terms of this Section 6(a)(iii). Such temporary signage shall be removed after the Stadium Event if a Stadium Event other than an event of the applicable multi-event Stadium user shall be held prior to the next event of the applicable multi-event Stadium user.

- C. To the extent any proposed Sponsors of a multiple-event user other than an Existing Multi-Event Users shall conflict with any of the exclusive categories of advertisers described in 6(a)(iii)(A) above, BSC shall consider in good faith proposals to allow such party to be a Sponsor of the Stadium Event of such multiple-event user, but BSC shall have no obligation to do so. With regard to categories of business other than those in which BSC shall have exclusive advertising rights, any multiple-event user other than an Existing Multi-Event Users shall use its best efforts not to conflict with any advertisers of BSC other than those in the categories in which BSC shall have the exclusive rights described above, but shall have no obligation to do so.
- (iv) The promoter of a Stadium Event other than a Buccaneers' NFL Game or Buccaneers' Event which shall not be exhibited at the Stadium more than once during any Lease Year shall be allowed to grant Sponsorship rights to Sponsors in accordance with the following terms and conditions:
  - A. The promoter of an annual Stadium Event may grant Sponsorship Rights to any Sponsors.
  - B. The promoter of an annual Stadium Event may grant signage rights for one-half (½) of the Retaining Wall Signage as part of the Stadium Event to a Sponsor, and BSC shall have the right to use one-half (½) of such Retaining Wall Signage as permanent signage at the Stadium Event for its advertisers. BSC and such annual Stadium Event user shall have the right to use every other sign within the Retaining Wall Signage, respectively. All such signs erected by an annual Stadium Event user shall feature the name of said Sponsors and shall also feature the words, prominently displayed, "sponsored by:" or "presented by:". Any such annual Stadium Event users shall also have the right to erect signage for its Sponsors at the entrance gate and ramp landing of the Stadium, in form and at locations mutually agreeable to the Authority and BSC in their reasonable discretion, provided such signage is otherwise in accordance with the Terms of this Section 6(a)(iv).

- C. The promoter of an annual Stadium Event shall have limited temporary signage rights consistent with past practices for areas within the field acceptable to BSC and the Authority in their reasonable discretion, provided that such rights do not obscure the advertisements of any of BSC's advertisers which are included within the Signage.
- D. The Sponsors which are granted such rights must be reasonable deemed to be a "sponsor" of such event.
- (v) In addition to the Sponsorship Rights described in subsections 6(a)(ii), (iii), (iv) and (v) above, Stadium users shall have the right to acknowledge Sponsors over the public address system (but not to advertise any products or services of the Sponsors over the public address system), to provide give-aways, display tables and undertake other promotional activities related to the applicable Stadium user or Stadium Event, and to market themselves (by offering tickets for events of the applicable Stadium user) as part of a Stadium Event held by the applicable Stadium user. The promoter of an annual Stadium Event may employ up to two (2) "inflatable" advertisements for its Stadium Event each year, and multiple-event users may employ one (1) "inflatable" advertisement for each Stadium Event of said multiple event user. Finally, in the event that a Stadium user other than BSC shall desire to use the Video Boards as part of its Stadium Event, BSC shall make the Video Boards available to said Stadium user at their cost and expense, but Stadium users cannot run advertisements on the Video Boards without the consent of BSC and BSC shall not run advertisements on the Video Boards as part of Stadium Events other than Buccaneers NFL Games and Buccaneers Events without the consent of the applicable Stadium user.
- (vi) The rights described in subsections 6(a)(ii), (iii), (iv) and (v) above constitute all of the Sponsorship Rights which are available to any user of the Stadium other than BSC.
- (vii) Except for the rights described above which can be granted to a Sponsor of a Stadium Event other than Buccaneers' NFL Games or Buccaneers' Events pursuant to subsections 6(a)(ii), (iii), (iv) and (v) hereof, neither the Authority nor any other user of the Stadium shall have any advertising or marketing rights of any kind in, on, above or around the Stadium, the Premises or the HCAA Parcel. Except as described in subsections 6(a)(ii), (iii), (iv) and (v) above, the Authority shall have no rights of approval with regard to the location, form or content of any advertisements which may be exhibited or distributed in any manner by BSC, or any assignee of BSC's rights hereunder, within the Premises, and the Authority hereby agrees that the location, form or content of any such advertisements shall be determined by BSC in its sole discretion (provided that such advertisements shall not be morally offensive). All license agreements made by the Authority for use of the

Stadium by users other than BSC shall provide that any advertising by such user is limited pursuant to the terms and conditions of this Section 6(a) of this Agreement.

# (b) <u>Concessions</u>.

(i) The Authority hereby grants to BSC the sole and exclusive right to sell all food, beverages, and other concessions within the Stadium or elsewhere within the Premises (specifically including, but not limited to, at the restaurants to be located within the Club Lounge), for all Stadium Events and at all other times during the Term hereof, and, subject to compliance with and satisfaction of the Authority's competitive bidding obligations under applicable law (if any), BSC shall have the right to contract with any third party or parties whereby said third party or parties shall operate the food and beverage concessions within such areas for all Stadium Events and at all other times during the Term hereof. Subject to applicable taxes, BSC shall retain all monies or other consideration received from the operation of the food and beverage concessions at the locations described above and from any agreements entered into with any concessionaire for the operation of the food and beverage concessions at such locations for all Buccaneers' NFL Games and Buccaneers' Events, but the revenues from the sale of concessions at such locations for Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events shall be divided between BSC and the Authority in accordance with the terms and conditions of Section 10 hereof. BSC shall also have the right, as part of its control of the sale of food, beverages and other concessions on the Premises, to select an exclusive concessionaire(s) for the sale of all such food, beverages and other concessions, or to grant to any concessionaire(s) the exclusive right to provide a particular food or beverage product for sale, and to enter into an agreement with any such exclusive concessionaire(s) upon terms and conditions acceptable to BSC in its sole discretion. BSC shall have the right to grant any of the rights held by BSC under this Section 6(b) to a single concessionaire or supplier, or to enter into multiple agreements with multiple concessionaires and/or suppliers with regard thereto. The rights granted to BSC with regard to concessions pursuant to this Agreement shall also include the right to grant to third parties any and all so-called "pouring rights" or similar beverage designations with regard to the use of the Stadium and the Premises. If BSC shall enter into any such agreements with any concessionaire or concessionaires whereby said concessionaire or concessionaires shall receive the right to provide certain food products or beverages for all Stadium Events on an exclusive basis, or to provide all of the food and beverage concessions for all Stadium Events (specifically including, but not limited to, any grant of "pouring rights"), then notwithstanding anything contained herein to the contrary, BSC shall retain all up-front payments made by any such concessionaire or concessionaires for such

exclusive rights to provide food and/or beverages for Stadium Events; provided, however, that BSC shall ensure that, as part of any such agreement to provide food products or beverages for all Stadium Events on an exclusive basis, the concessionaire shall agree to pay a commercially reasonable Net Concession Percentage (as determined by BSC and the Authority in their reasonable discretion) from the revenues received by said concessionaire or concessionaires as part of the sale of food products and/or beverages at any Stadium Event.

Any concessionaire shall be entitled to bring a reasonably sufficient number of (ii) workers into the Stadium, free of charge, in order to operate the concessions, pursuant to this Agreement. Any concessionaire's workers shall at all times be neatly and cleanly dressed. The concessionaire's workers shall not unreasonably disturb or offend spectators admitted to the Stadium for the Stadium Event or disturb or interfere with the program or event being presented therein. BSC shall comply with all laws, rules, and regulations of any lawful authority with regard to the grant of the concession rights described herein to any third party and with regard to the operation of the food and beverage concessions at the Stadium. Except as provided on Exhibit C below, the Authority shall have no rights of approval with regard to the items of food or beverage offered for sale, the prices to be charged for such items of food or beverage, or the concessionaire or concessionaires selected to provide such food and beverage concessions, and the Authority hereby agrees BSC shall determine the items of food or beverage to be offered in such areas, shall determine the prices to be charged for such items and shall select the concessionaires, provided, however, that the prices to be charged by BSC with regard to food and beverage concessions at the Stadium shall be reasonably comparable to the prices charged for such food and beverage concessions at other NFL stadia. The Authority shall have no right to offer any food or beverage items for sale at any Stadium Events, and, except as provided elsewhere in this Agreement, the Authority shall have no right to contract for the sale of food or beverage items anywhere on the Premises or the HCAA Parcel, it being the purpose of this Section 6(b) to vest all such rights in BSC. BSC shall have the right to determine the location of concession stands for the sale of food and beverage concessions and staging areas for the storage and preparation of food and beverages prior to sale, both within the Stadium and elsewhere on the Premises or the HCAA Parcel, in its reasonable discretion, subject to considerations for public safety and access. The rights granted to BSC with regard to concessions pursuant to this Agreement shall include the right to determine, in BSC's reasonable discretion, the right to determine how many concession areas will be open during any Buccaneers NFL Game and Buccaneers Event and what items of food and beverage shall be served during all Stadium Events. For the purposes of this Agreement, the right

to sell or offer for sale beverages and all other rights granted to BSC with regard thereto shall specifically include the right to sell, offer for sale, and control the sale of alcoholic beverages.

- (iii) Notwithstanding anything contained herein to the contrary, BSC, and any food and/or beverage concessionaires which are subsequently granted any concession rights with regard to Stadium Events, shall be subject to the requirements described on Exhibit C attached hereto and made a part hereof with regard to the operation of food and beverage concessions at Stadium Events. Each concessionaire, as part of each Concessionaire Contract, will agree to be bound by the requirements described on Exhibit C with regard to the operation of food and beverage concessions at Stadium Events. The Authority shall be a third party beneficiary with regard to any Concessionaire Contract, and the Authority shall have the right to review said Concessionaire Contract in order to determine its compliance with the terms and conditions of this Section 6(b), which approval shall not be unreasonably withheld. A representative of BSC (who may be an employee of any concessionaire) shall be made available to the Authority as part of the operation of concessions at Stadium Events in order to handle any problems which may arise with regard thereto. Finally, BSC shall provide in any Concession Contract that the concessionaire shall be responsible for the operations, maintenance and repair of Concession Areas within the Premises occupied by said concessionaire and the payment of utility costs arising from the operation of food and beverage concessions at the Premises.
- Parking. The Authority shall manage and control the parking on the Parking Facility for all (c) Stadium Events, and shall charge patrons of Stadium Events a fee (in an amount to be determined by BSC in its sole discretion, for Buccaneers' NFL Games or Buccaneers' Events, and by BSC and the Authority, in their mutual discretion, for all other Stadium Events) for the right to park within the Parking Facility. BSC shall receive 100% of all parking fees charged to patrons of the Stadium for parking in the Parking Facility (net of sales taxes and, if levied pursuant to Section 5(b) of this Agreement, surcharges) for Buccaneers' NFL Games and Buccaneers' Events, and such parking fees arising from use of the Parking Facility for other Stadium Events shall be divided between BSC and the Authority in accordance with the terms and conditions of Section 10 of this Agreement. Notwithstanding the foregoing, BSC shall have the right, at its expense, to market and issue Season-long parking passes for spaces located within the Parking Facility (including any spaces which may be designated as "reserved" or similarly set-aside by BSC) for all Buccaneers' NFL Games and Buccaneers' Events, and BSC shall have the right to determine the location of said "reserved" sections of the Parking Facility; provided that BSC shall provide one hundred sixty five (165) parking spaces (40 of such spaces, to be made available to former members of the Board of the Authority, shall be paid for by the former members of its Board, and the 125 other spaces shall be provided free of charge) for members of the

Authority, its staff, and their guests in suitable locations in reasonable proximity to the Stadium and suitable parking for event staff. The Authority covenants and agrees that, subject to any rights which BSC may have to reconfigure the Parking Facility pursuant to this Agreement, subject to the rights of the New York Yankees Partnership to use the Parking Facility under the TSA Contracts and subject to the terms of Section 46 below, the Authority shall make available as parking for any Stadium Event not less than nine thousand nine hundred (9,900) car-equivalent parking spaces located within the Parking Facility. Notwithstanding any rights which the Authority may hold with regard to the management and coordination of parking for Stadium Events from time to time during the term of this Agreement, (A) BSC shall set the rates for parking on the Premises for all Buccaneers' NFL Games and Buccaneers' Events and shall retain all revenues derived therefrom, as described above, (B) BSC, and not the Authority, shall be responsible for the sale of reserved parking passes for all Buccaneers' NFL Games and Buccaneers' Events and shall retain all revenues derived therefrom, as described above, (C) the Authority shall make available free of charge to BSC at all times not less than three hundred (300) spaces the ("Permanent Spaces"), together with rights of ingress and egress over the Parking Facility as may be necessary to use and enjoy such parking spaces, for personnel and players of BSC, personnel and players of any visiting club, press, radio and television personnel, Luxury Suite license holders, and any other agents, contractors, invitees or licensees of BSC, said Permanent Spaces to be located adjacent to the Stadium in a location acceptable to BSC in its reasonable discretion, and (D) BSC, its Sublessees, and their respective agents, employees, contractors, invitees and licensees shall have the right to use, as overflow parking, parking areas located within the Premises at no charge as part of their use and enjoyment of the Development Area and the Improvements located thereon pursuant to the terms of this Agreement and the Development Agreement (provided, however, that such use of the parking areas located within the Premises shall not unreasonably interfere with the use of the Stadium for Stadium Events, and provided further that, to the extent any portion of the Parking Facility shall be regularly used as part of the operation of any businesses under a Development Lease, BSC shall be responsible for operating and maintaining said portion of the Parking Facility).

(d) Programs and Merchandising. The Authority grants to BSC the sole and exclusive right to sell, lease, or contract for the sale or lease of programs, yearbooks, novelties, pendants, hats, clothing, sporting equipment, cameras, film, binoculars, headsets, or any other items, goods, or equipment which BSC (in its sole discretion) may desire to offer for sale or lease at the Stadium and elsewhere within the Premises or the Parking Facility (excluding the Yankee Complex) for all Buccaneers' NFL Games and Buccaneers' Events. The Authority shall also grant to BSC the right to set up carts, kiosks, and other similar temporary structures for the sale of such items for Buccaneers' NFL Games and Buccaneers' Events anywhere on the

Premises Parking Facility (excluding the Yankee Complex) at locations selected by BSC in its reasonable discretion, taking into consideration public safety and access. Subject to applicable taxes, the monies or other consideration received by BSC from the sale or lease of such programs and other items at Buccaneers' NFL Games and Buccaneers' Events, or from any agreements entered into by BSC with regard to the sale or lease or such programs or other items at Buccaneers' NFL Games and Buccaneers' Events, shall be retained by BSC. Further, BSC shall have the right to grant any of the rights held by BSC under this Section 6(d) to a single concessionaire or supplier, or to enter into multiple agreements with multiple concessionaires and/or suppliers with regard thereto. If BSC shall enter into any such agreements with any such concessionaire or concessionaires whereby said concessionaire or concessionaires shall receive the right to provide certain merchandise for Buccaneers' NFL Games and Buccaneers' Events on an exclusive basis, then notwithstanding anything contained herein to the contrary, BSC shall retain all payments, including, but not limited to, all upfront payments, made by such concessionaire or concessionaires for such exclusive rights to provide merchandise for Buccaneers' NFL Games and Buccaneers' Events. BSC shall provide in any merchandising contract that the concessionaire shall be responsible for the payment of operating and maintenance costs arising from the operation of merchandising concessions at the Stadium. The Authority shall have the right to manage and control such merchandising activities for all Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events; provided, however, that all revenues derived from such merchandising activities at Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events (including, but not limited to, any revenues received by the Authority under any agreements whereby a concessionaire has been granted exclusive merchandising rights of any kind with regard to Stadium Events other than Buccaneers' Events) shall be divided between BSC and the Authority as provided in Section 10 hereof. For all Buccaneers' NFL Games and Buccaneers' Events, the Authority shall have no rights of approval with regard to the items of merchandise offered for sale or lease at the Stadium or elsewhere within the Premises, the prices to be charged for such items of merchandise, or the concessionaire or concessionaires selected to provide such merchandise, and the Authority hereby agrees that BSC shall determine the items of merchandise to be offered for sale or lease in such areas and the prices to be charged for such items of merchandise, and BSC shall select any concessionaires for such merchandise, all in its sole discretion (provided that the content of any such merchandise may not be morally offensive). The Authority shall have no right to offer any items of merchandise for sale and shall have no right to contract for the sale of items of merchandise anywhere in the areas developed by BSC and held pursuant to a Development Lease during the term hereof, and shall have no right to offer any items of merchandise for sale or to contract for the sale of items of merchandise elsewhere within the Premises except with regard to Stadium Events other than Buccaneers' Events. The merchandising

rights of BSC described in this Section 6(d) shall be in addition to the rights of BSC to sell such items of merchandise at retail from the retail shopping areas to be located within the Team Space at the Stadium at all times during the Term hereof pursuant to the terms of Section 6(h)(iii) below (whether during Stadium Events or at any other time), and to retain all revenues therefrom, and the rights of BSC, its Sublessees, and their respective agents, employees and contractors to transact retail sales and other business within the areas developed by BSC and held pursuant to a Development Lease at all times during the Term hereof and to retain all revenues therefrom.

- (e) Naming Rights. The Authority hereby grants to BSC the sole and exclusive right to exercise the Naming Rights during the Term of this Agreement. BSC shall have the right to exercise the Naming Rights itself, or to grant the Naming Rights to any third party or parties, and to receive all monies or other consideration for such rights. To the extent that the assignee of the Naming Rights for the Stadium shall be determined prior to the erection of those signs for the Stadium to be erected pursuant to the Final Plans and Specifications, the name of the Stadium which has been determined through an exercise of the Naming Rights shall be recognized on all such signs; otherwise, BSC shall be responsible for the costs of any new signs required as a result of the grant of the Naming Rights to any third party of parties. Upon the grant of the Naming Rights to any third party or parties and the determination of a name or names for the Stadium and for any other part of the Premises including the field and the Stadium venue, the Authority hereby agrees that it shall recognize such name or names and shall use such name or names in all correspondence and promotional activity of the Authority with regard to the Stadium or the Premises. Further, the City and County agree that upon the determination of a name or names for the Stadium and for any other part of the Premises as a result of the exercise of the Naming Rights, the City and the County shall use such descriptive name or names on street signs, maps, promotional materials, and other similar items, to the extent that a descriptive name shall be necessary or appropriate, provided, however, that this provision shall apply only to street signs, maps, promotional materials and other similar items which are erected or produced subsequent to the determination of the descriptive name or names for the Stadium and the Premises and shall not require the City or County to incur any costs with regard to modifying or replacing existing signs, maps, promotional materials, or similar items. The Naming Rights described in this Agreement shall not extend to the Yankee Complex.
- (f) <u>Development Rights</u>. BSC shall have the right to develop portions of the Premises and to erect buildings and other Improvements thereon pursuant to the terms and conditions of the Development Agreement.
- (g) <u>Practice Area</u>. Pursuant to the provisions of the Practice Area Development and Lease Agreement, the Authority shall make available to BSC and allow to be utilized for the acquisition of real

property to be located in Hillsborough County, Florida, and the design, planning, construction and outfitting of Improvements to be constructed on the Practice Area as a training facility for the Buccaneers in an amount not to exceed \$12,000,000.00 (the "Practice Area Improvement Allowance") in the event that any amounts of the Practice Area Improvement Allowance are remaining after BSC's acquisition of the real property and completion of the Improvements to be made in the Practice Area in accordance with the terms of the Practice Area Development and Lease Agreement, the remaining funds shall be deposited into the Capital Improvement Fund and such funds (the "Discretionary Funds") shall be available to BSC to pay the costs and expenses of any Capital Improvements desired by BSC which will enhance the quality of fan experience at the Stadium. The Authority shall own the training facility and BSC shall be responsible for the costs of operating and maintaining the training facility pursuant to the terms and conditions of the Practice Area Development and Lease Agreement.

- (h) Team Space. The Authority acknowledges that, notwithstanding any rights of the Authority to license the Stadium to third parties for the exhibition of Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events, BSC shall be granted the sole and exclusive right to use and enjoy the Team Space during the term of this Agreement. BSC shall pay all operating and maintenance costs with respect to its use of the Team Space. The Authority acknowledges that the rights granted to BSC with regard to the Team Space shall include the following:
  - (i) BSC shall have the sole and exclusive use of the ticket office to be located at the Stadium and made available for BSC. The ticket office shall include six (6) ticket windows to be under BSC's exclusive control (provided that there shall be an additional thirty (30) ticket windows made available for the joint use of the Authority and BSC, and said jointly-used ticket windows shall not be deemed to be part of the Team Space).
  - shopping area for the retail sale of novelties, pendants, books, hats, shirts, jackets, pants, athletic gear, and any and all other lawful items, which retail shopping areas shall be located where designated on the Design Program Summary. BSC shall have the right to undertake its retail sales and other merchandising activities within the retail shopping areas which are part of the Team Space at all times during the Term of this Agreement, including prior to, during and following all Stadium Events. To the extent that BSC shall obtain licensing rights with regard to such items, BSC shall have the right to sell merchandise associated with another user of the Stadium; provided, however, that notwithstanding the foregoing, (A) BSC shall not "target sell", reduce prices, alter its product mix, or otherwise arrange items within the store in an event-specific manner, targeting participants of the

event, as part of the exhibition of a Stadium Event other than a Buccaneers' NFL Game or other Buccaneers' Event, and (B) BSC shall not offer for sale or sell any merchandise with regard to any music concert to be held at the Stadium which is unique to such event or the promoter thereof - for example, if a Rolling Stones concert is held at the Stadium, BSC's store shall not offer or sell any merchandise inscribed with the name or logo of the Rolling Stones. This prohibition on the sale of such merchandise with regard to music concerts shall apply for a period of time as is reasonably necessary to protect the rights of the promoter thereof. Subject to applicable taxes, BSC shall retain all revenues arising from the retail sales and other merchandising activities transacted by BSC within such retail shopping areas. The Authority grants to BSC, its employees, agents, contractors, invitees and licensees access to the Parking Facility and the Stadium at all times during the term of this Agreement for the purpose of operating, patronizing, and supplying BSC's retail shopping area within the Team Space (and shall make available a reasonably sufficient number of parking spaces, free of charge, immediately adjacent to the entrance to the Stadium closest to the retail shopping area for said purpose).

- (iii) BSC shall have the sole and exclusive use of the portion of the Team Space to be used as a studio for the production of television and/or radio broadcasts of Stadium Events from the Stadium or for other productions.
- (iv) The Authority grants to BSC the sole and exclusive use of storage areas located within the Team Space at all times for the storage of football-related equipment, and any other goods, equipment or other items which BSC may elect to store at the Stadium (which storage area shall not exceed 3,000 square feet in size).
- (v) BSC shall be responsible for the build-out of BSC stores described in subsection (ii) above and the production studio described in subsection (iii) above. The BSC stores shall be made available to BSC as described in the Design Program Summary, and the production studio shall be made available to BSC in a condition to be agreed upon by the parties at least ninety (90) days prior to the exhibition of the first event in the Stadium in order to allow BSC to prepare such space for use. BSC's construction activities related to building-out the BSC stores and production studio shall be in accordance with the reasonable requirements of the Authority concerning insurance, liability and interference with other construction activities at the Stadium.
- (i) Luxury Suites. BSC shall have the sole and exclusive right to sublease or sublicense any or all of the Luxury Suites to any third parties during the Term of this Agreement, upon terms and conditions satisfactory to BSC in its sole discretion, and BSC shall retain all revenues derived therefrom. As part thereof,

BSC, and its invitees, licensees, sublessees or sublicensees, shall have sole and exclusive possession of the Luxury Suites at all times during the Term of this Agreement for, among other things, the viewing of Buccaneers' NFL Games and Buccaneers' Events and other Stadium Events. Any sublessee or sublicensee of a Luxury Suite shall be obligated to obtain tickets for admission to the Luxury Suite for Stadium Events other than Buccaneers' NFL Games or Buccaneers' Events; provided, however, that the price charged to the sublicensee or sublessee per ticket shall not exceed the highest regular seating ticket price for admission to such event for seating in any other full section of the Stadium without the prior written consent of BSC. Tickets or passes shall be made available by the Authority to all Luxury Suite holders and their guests for admission to any Stadium Events for which such Luxury Suite holders elect to obtain tickets, and four (4) parking passes allowing Luxury Suite holders or their guests to park in the reserved sections of the Parking Facility shall be made available to each Luxury Suite holder for any Stadium Events for which such Luxury Suite holders elect to obtain tickets. Subject to the obligation of the sublicensee or sublessee of a Luxury Suite to obtain tickets for Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events and for Buccaneers' postseason NFL football games, the Authority acknowledges and agrees that BSC shall have the exclusive right during the term of this Agreement to sublicense or sublease any or all of the Luxury Suites to third parties for the viewing of Stadium Events and at all other times during the Term of this Agreement. The Authority grants to BSC and its subtenants and sublicensees the rights to park in the Parking Facility, to enter into the Stadium and to have access across such other areas of the Stadium as may be reasonably necessary to gain access to the Luxury Suites for viewing of Stadium Events and at such other times and for such other purposes as any sublessees or sublicensees of any Luxury Suite may desire. No party or parties other than BSC or their sublessees or sublicensees shall have the right to use any Luxury Suite for any Stadium Event without the prior written consent of BSC, or its sublessees or sublicensees. The Authority shall deliver the Luxury Suites to BSC completely built-out and furnished in accordance with the Design Program Summary. The Buccaneers shall make available to the Authority, for use by the Authority as part of Stadium Events other than Buccaneers' NFL Games or Buccaneers Events (except for mega-events such as the NFL Super Bowl, World Cup Soccer Games, Olympic Events, etc.), not less than four (4) Luxury Suites (provided, however, that the Authority agrees that it shall not resell, license or otherwise transfer the use of such Luxury Suites to any other party for consideration).

(j) <u>Club Seats</u>. BSC may sell licenses for the use of Club Seats for Buccaneers' NFL Games and Buccaneers' Events and the Buccaneers shall retain all revenues received therefrom. The Authority shall use its best efforts to provide to the holders of licenses for the Club Seats for Buccaneers' NFL Games the right to purchase, for any Stadium Events other than Buccaneers NFL Games or Buccaneers' Events, admission

tickets for seating in the same Club Seats in which said licensees shall have the right to sit for Buccaneers' NFL Games. In the event admission tickets shall be made available to holders of licenses for the Club Seats at Buccaneers' NFL Games for other Stadium Events, BSC shall be responsible for offering such tickets for sale and distributing tickets which may be purchased by BSC's licensees, and will do so within a reasonable period of time so as not to delay the sale of tickets for such events to the general public. The price charged to the holder of a Club Seat license for seating in such Club Seats for Stadium Events other than Buccaneers' NFL Games or Buccaneers' Events shall not be greater than the highest ticket price for admission to such event for seating in any other full section of Club Seats.

- Stadium Event subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, but subject to the scheduling requirements of this Agreement, the Authority acknowledges that BSC shall have the right to use and enjoy the Club Lounge as part of Buccaneers' Events (such as promotional events) so long as the Buccaneers shall pay the Direct Costs associated therewith as contemplated by this Agreement. In addition, BSC shall have the right to use the Club Level conference rooms for meetings during the Term of this Agreement, at times other than when Stadium Events are occurring within the Stadium, so long as such use does not unreasonably interfere with the Authority's operation of the Stadium. The Authority acknowledges and agrees that the operation of the Club Level, including the Luxury Suites, Club Lounge and Club Seats, has a substantial impact on BSC's operations. In accordance therewith, the Authority shall operate, repair and maintain the Club Level, including the Club Seats, Luxury Suites, Club Lounge and the entryway to the Club Level, in a first-class manner and condition in accordance with the operating, repair and maintenance of similar areas located in other NFL stadia with similar amenities of a similar vintage.
- (l) Stadium Expansion. In the event that the Stadium shall be permanently expanded to include additional Regular Seats, Club Seats, Luxury Suites, or other areas, BSC shall have the same rights in such types of areas located in the expanded part of the Stadium as BSC shall have in such types of areas located within the part of the Stadium to be initially constructed pursuant to the terms and conditions of this Agreement. The rights granted to BSC with regard to any such expansion shall be subject to the terms of Section 9 hereof regarding alterations, and shall also be subject to the agreements contained herein with regard to the distribution of revenues from the operation of the Stadium (i.e., BSC receives all revenues derived from Buccaneers' NFL Games or Buccaneers' Events, and the revenues derived from Stadium Events other than Buccaneers' NFL Games or Buccaneers' Events shall be distributed between the parties as described in Section 10 below) and with regard to the payment of costs from the operation of the Stadium (i.e., except as otherwise provided herein, the Authority pays all costs with regard to the exhibition of Buccaneers' NFL Games but BSC

pays the Direct Costs of the exhibition of Buccaneers' Events, and the Direct Costs from the exhibition of other Stadium Events are paid by the Authority prior to the distribution of the revenues from the other Stadium Events). The rights granted to BSC under this Section shall specifically extend to any new technology not incorporated within the Stadium design not otherwise contemplated by the parties which may come into use at any time hereafter during the Term hereof.

- (m) Scoreboards and Public Address System. BSC shall have the right to use and control the Scoreboards (including the sound system, public address system, message boards and game clocks used therewith) as part of the exhibition of any Stadium Event at the Stadium, provided that the Authority shall have access to the Scoreboards, the public address system, the sound system, the message boards and the game clocks as required by law in the event of an emergency. BSC shall make the Scoreboards, public address system, sound system, message boards and game clocks available for all Stadium Events. BSC shall pay the costs of providing personnel to operate the Scoreboards, sound system, public address system, message boards and game clocks for Buccaneers' NFL Games and Buccaneers' Events, and the Authority shall reimburse to BSC the costs of providing such personnel for Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events.
- (n) Video Boards BSC and the Authority acknowledge and agree that BSC shall have the right to use and control the video screens, matrix boards, message boards, and all similar items which shall be installed within the Stadium as part of the Project or may hereafter be installed within the Stadium (collectively, the "Video Boards"), as well as the control room or rooms used for the operation of such Video Boards, as part of the exhibition of any Stadium Event. BSC shall have access to the Video Boards, and the control room or rooms and equipment rooms used in conjunction therewith, for all Stadium Events, as part of BSC's exercise of the rights granted to it under this Section 6(n). BSC shall make the Video Boards available for all Stadium Events. BSC shall be responsible for the costs of providing personnel to operate the Video Boards during Buccaneers' NFL Games and Buccaneers' Events. The Authority shall reimburse to BSC the costs associated with providing such personnel for the operation of the Video Boards for Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events. The Video Boards may only be turned on during Stadium Events (commencing not more than one hour prior to gate opening and continuing not longer than one hour after the event is finished), when reasonably required to prepare for an event, or when maintenance is required to maintain, repair or test the quality of the picture performance.
- (o) <u>Buccaneers' Locker Room</u>. BSC and the Authority acknowledge and agree that BSC shall have the right to use the Buccaneers' Locker Room and all related areas as part of the exhibition of any Buccaneers' NFL Game or Buccaneers' Event. BSC shall have access to the Buccaneers' Locker Room, and

all related areas, at all times as are necessary as part of BSC's exercise of the rights granted to it under this Agreement. No other party shall have the right to use the Buccaneers' Locker Room, other than BSC, without the prior written consent of BSC.

- (p) Additional Rights. The Authority acknowledges and agrees that BSC shall have the sole right to receive revenue of any kind from the exhibition of a Buccaneers' NFL Game or Buccaneers' Event at the Stadium. In this regard, the Authority acknowledges and agreed that it shall not have the right to undertake any revenue-generating enterprise within the Stadium, the remainder of the Premises, the HCAA Parcel, or the Yankee Complex, as part of any Buccaneers' NFL Game or Buccaneers' Event, and the Authority further agrees that it shall not grant the right to any third party to undertake any such revenue-generating enterprise within the Stadium, the Premises, the HCAA Parcel or the Yankee Complex, as part of any Buccaneers' NFL Game or Buccaneers' Event, unless such undertaking is expressly contemplated by this Agreement or later agreed-upon by the parties in writing and all of the revenues therefrom (net of sales taxes and surcharges, as applicable) shall be paid to BSC (provided, however, that the New York Yankees Partnership or its assigns shall have the right to operate a restaurant within the Yankee Complex during Buccaneers' NFL Games and Buccaneers' Events as presently contemplated by the agreements with the New York Yankees Partnership which are included in the TSA Contracts). Notwithstanding the foregoing, BSC acknowledges that BSC shall be responsible for or the Authority shall have the right to collect certain costs and expenses as expressly set forth in this Agreement as part of the exhibition of a Buccaneers' NFL Game or Buccaneers' Event. The Authority may install service-oriented features designed to enhance the fan experience at the Stadium as may be acceptable to BSC (such as, for example, telephones or ATM's) and may charge a fee in order to cover the costs thereof (provided that BSC shall have the right to control such features as part of advertising contracts).
- Q Payment of Revenues. The Authority agrees that, within thirty (30) days after the exhibition of any Buccaneers' NFL Game or Buccaneers' Event, the Authority shall pay to BSC all sums due to BSC as a result of the exhibition of such event pursuant to this Agreement, to the extent any such sums are not otherwise payable directly to BSC, including, but not limited to, food and beverage concession revenues, parking revenues, merchandising revenues, and revenues from other sources. Any costs to be reimbursed to BSC pursuant to the terms and conditions of this Agreement shall be paid to BSC within thirty (30) days after the exhibition of the applicable Stadium Event wherein such costs were incurred.
- (r) <u>Limitation on Rights</u>. Notwithstanding anything contained in this Agreement to the contrary, BSC hereby acknowledges and agrees that its rights to use and enjoy the Premises shall be subject to and limited by all of the terms and conditions contained in the existing leases and agreements of the Authority

regarding the Existing Stadium and the Premises, which existing leases and agreements, including all amendments or modifications thereof, are listed on Exhibit G attached hereto and made a part hereof (the "TSA Contracts"). The Authority represents and warrants to BSC that the list of the TSA Contracts contains all leases or other agreements to which the Authority is a party, including all amendments or modifications thereto, and the TSA Contracts have not been further modified or amended, either orally or in writing. Unless otherwise provided in this Agreement, the Authority represents to BSC that this Agreement does not contravene any provisions of the TSA Contracts.

## 7. <u>USE OF PREMISES</u>.

Stadium. BSC shall have the right to use the Stadium for the exhibition of Buccaneers' NFL (a) Games and Buccaneers' Events, and for such other purposes as are contemplated hereby, in accordance with the terms and conditions of this Agreement. The right of BSC to use the Stadium for Buccaneers' NFL Games and Buccaneers' Events shall include the right to use the Stadium for such periods of time preceding Buccaneers' NFL Games and Buccaneers' Events as is reasonably required to prepare the Stadium for the exhibiting and broadcasting of such games and/or events, including, but not limited to, time for the Buccaneers and the opposing team to practice at the Stadium prior to the game, and such other periods of time as may be reasonably necessary for holding Buccaneers' NFL Games and Buccaneers' Events at the Stadium, subject to the rights of the Authority to exhibit scheduled Stadium Events other than Buccaneers' NFL Games or Buccaneers' Events at the Stadium in accordance with the terms hereof. Notwithstanding anything contained herein to the contrary, however, and subject only to the rights of the Authority, if any, to access any of the areas listed below for the purposes of carrying out its duties hereunder, the Team Space shall be occupied exclusively by BSC and its guests, invitees, patrons, officers, agents, employees, licensees, subtenants, successors and assigns, at all times during the term of this Agreement. Further, the Authority grants to BSC and its guests, invitees, patrons, officers, agents, employees, licensees, subtenants, successors and assigns, as a covenant appurtenant to the rights such parties may have in the Stadium, rights of ingress and egress across such other areas of the Stadium as shall be reasonably necessary to allow such parties to gain access to the Team Space as well as the Club Lounge, Luxury Suites and any other areas of the Stadium which BSC and such guests, invitees, patrons, officers, agents, employees, licensees, subtenants, successors and assigns may have the right to use and enjoy at times other than during Buccaneers' NFL Games and Buccaneers' Events during the Term hereof.

Prior to the adoption of the schedule for NFL games by the NFL in any year, BSC shall have the preferential right (i.e., no other Stadium Events will be scheduled on such dates) to schedule Buccaneers' NFL Games to be played in the Stadium on the following days during each Season:

- (1) All Sundays, Mondays, Thursdays and Thanksgiving Day of the regular season; and
- (2) All Fridays, Saturdays and Sundays of the pre-season.
- (3) All Saturdays in December, except for the first Saturday in December, and the first Saturday in January unless it falls on January 1.

Within a reasonable time after the NFL adopts such schedule, BSC shall notify the Authority thereof and the Buccaneers' home games shall be scheduled in the Stadium in accordance therewith. Thereafter, the Authority shall have the right to schedule other Stadium Events for that year on any such priority dates on which Buccaneers' NFL Games are not scheduled.

In addition to the regularly scheduled Buccaneers' NFL Games provided for in the Buccaneers' schedule filed as aforesaid, BSC shall have the right to exhibit hereunder in the Stadium on such dates which may be designated by the NFL for such games during the Term covered by this Agreement the following games if the Buccaneers are participants: a playoff game or games, league championship games, and any other pre-season or post-season games sanctioned by the NFL, and all such games shall be subject to the terms and conditions set forth in this Agreement. In this connection, the Authority agrees to hold open for a possible NFL playoff and/or championship games (until such time as the Buccaneers have been eliminated as a possible contender in such game or games or it has been determined by the Commissioner of the NFL that such game or games are to be played elsewhere than in the Tampa Bay area), the first Saturday and Sunday after the end of the NFL regular season schedule, and the two (2) Saturdays and Sundays next following thereafter.

All games playable hereunder shall be played on the dates scheduled or established in accordance with the provisions hereof at such times of day as are designated by BSC. However, if any such game is postponed or canceled by order of the NFL and rescheduled on a date on which another event has previously been scheduled at the Stadium, and such other event cannot be rescheduled by the Authority through agreement of the promoter of such other event, BSC may designate any part of such date (morning, afternoon, or evening, as the case may be), which remains available for Buccaneers' NFL Games without interfering with the previously scheduled event. Except as to such dates on which BSC reschedules a game to a date which has been partially preempted by a previously scheduled event, the Authority shall not permit any person, firm or corporation without the written approval of BSC to schedule any event or permit the Stadium to be used for the playing of football or for any other event of any kind whatsoever on the same day on which a Buccaneers' NFL Game is to be played therein by the Buccaneers.

For no additional compensation, BSC shall have the right to conduct a Buccaneers' practice in the Stadium at least one (1) day or night a week during the Season (pre-season, regular and post-season) at a time

when it will not conflict with any other Stadium Event and the right to use the Stadium for other Buccaneer Events. The scheduling of Buccaneers' Events shall be subject to the following terms and conditions:

- (1) BSC may not schedule Buccaneers' Events on the Saturday before the Super Bowl, Memorial Day, July 4th, Labor Day, the Saturday after Thanksgiving Day, or New Year's Day of any year.
- (2) A Buccaneers' Event may not be scheduled on a date upon which another Stadium Event has been scheduled by the Authority.
- (3) BSC shall have the right to fix the date of four (4) Buccaneers' Events during each Lease Year, upon written notice to the Authority that BSC desires to fix the date of said Buccaneers' Event, provided the scheduling thereof complies with (1) and (2) above. In the event BSC shall "fix" the date of a Buccaneers' Event as described above, the Authority may not reschedule said event.
- (4) The Authority shall have the right to schedule a revenue-generating Stadium Event on a date upon which a Buccaneers' Event (other than the four (4) Buccaneers' Events which can be "fixed" pursuant to (3) above) has been previously scheduled, and to require BSC to reschedule said Buccaneers' Event, upon written notice thereof to BSC delivered at least ninety (90) days prior to the scheduled Buccaneers' Event.

BSC agrees to reimburse the Authority for all Direct Costs incurred by the Authority in connection with BSC's use of the Stadium for a Buccaneers' Event other than a Buccaneers' NFL Game within thirty (30) days after the exhibition thereof.

The Authority and BSC acknowledge that under current scheduling practices (i) regular season NFL games are not scheduled on Saturdays during the college football regular season, and (ii) University of South Florida regular season football games and Major League Soccer games are scheduled in advance of the determination of the NFL Schedule and on Saturdays. Accordingly, it is contemplated that the license agreements between the Authority and the University of South Florida or Major League Soccer for the use of the Stadium will contain provisions permitting scheduling (even before the determination of the NFL schedule for the season in question) of University of South Florida home football games and Major League Soccer games on particular dates that are Saturdays or other dates for which BSC has not been granted the preferential right to schedule Buccaneers' NFL Games. The Authority and BSC acknowledge that a University of South Florida home football game, a Major League Soccer game or another Stadium Event may occur on the date immediately preceding a date upon which a Buccaneers' NFL Game shall be held and that, because of the Buccaneers' right to use the Stadium on the date preceding a Buccaneers' NFL Game for practice and "walk-through" purposes, a scheduling conflict may arise. BSC and the Authority will cooperate with one another to resolve such conflicts concerning the time of the Stadium Event and the use of the Stadium for pre-game day practice and "walk-through" purposes in a manner that reasonably accommodates both uses; provided,

however, in the event that such a conflict arises, the Buccaneers and their opponent shall have the right to hold a "walk-through" or practice session to end not later than three (3) hours before the start of the scheduled Stadium Event and/or to begin not earlier than one (1) hour after the end of such Stadium Event. Finally, the Authority acknowledges and agrees that it shall not paint any decorative markings on the playing field as part of the exhibition of other events at the Stadium held on the day prior to the day of a Buccaneers' NFL Game without the prior written consent of BSC, such consent not to be unreasonably withheld.

In the event that the NFL shall change its scheduling policies, the Buccaneers shall be granted the preferential right to schedule Buccaneers' NFL Games on any additional dates upon which the NFL could schedule Buccaneers' NFL Games pursuant to the terms and conditions of this Agreement. In the event of such a change in the NFL's scheduling policy, the Authority shall not be required to reschedule any Stadium Events which may have been previously scheduled on such dates but no further Stadium Events shall be scheduled on such dates except in accordance with the terms and conditions hereof. In addition, in the event that the NFL should change its scheduling policy to require certain post-season NFL Games to be exhibited at neutral sites, and the Stadium shall be considered a potential site for the exhibition of such events, BSC shall have the preferential right, as described above, to schedule such events at the Stadium.

Finally, in the event that the NFL shall agree to schedule the NFL Super Bowl Game at the Stadium, any date upon which the NFL shall agree to schedule the NFL Super Bowl Game at the Stadium shall have preferential scheduling rights as described above. In the event that a post-season game in which the Buccaneers are not a participant shall be exhibited at the Stadium or an NFL Super Bowl shall be exhibited at the Stadium as contemplated above, such games shall be deemed to be a "Buccaneers' Event" for the purposes of this Agreement. The Authority shall inform any other user of the Stadium of the rights of BSC described herein with regard to scheduling as part of any license agreement with any other party for the use of the Stadium.

(b) NFL Franchise. Subject to any change in the scheduling policies of the NFL and subject to the terms and conditions of this Agreement (including, but not limited to, any rights of BSC to terminate this Agreement), the Partnership shall have the right to exhibit one (1) Buccaneers home game at site other than the Stadium during each Season. Except for the one (1) Buccaneers home game which may be exhibited at a different site during each Season, BSC hereby covenants and agrees, throughout the Term of this Agreement, to cause the Partnership to exhibit the remaining home games (which, subject to a change in the NFL's scheduling policies shall be at a minimum nine (9) games) of the Buccaneers at the Stadium during each Season except for any such games which may be canceled due to Force Majeure or of other causes beyond the control of BSC.

- (c) Rules and Regulations. All activities of BSC conducted on the Premises shall be conducted in accordance with all applicable laws, rules, regulations and ordinances. The Authority shall not enact any resolution which will result in any present or future use of the Premises by BSC pursuant to the terms and conditions of this Agreement being in violation of such resolution.
- 8. LITILITIES. Except as otherwise provided herein, the Authority shall provide all utilities necessary for the operation of the Stadium and the Parking Facility, including, but not limited to, electricity, water, sewer, air conditioning, hook-ups for cable television and telephone and fibre-optics, as such utilities are called for in the Plans and Specifications prepared pursuant thereto, and shall be responsible for the payment of all charges (including utility deposits) for the use and consumption of all utility services including, without limitation, electric service, water service and sewer service to the Stadium and the Parking Facility. Notwithstanding anything contained herein to the contrary, (i) BSC or its sublicensees or subtenants occupying the Luxury Suites shall be solely responsible for obtaining, and for paying charges (including deposits), programming fees and service charges for the use of cable television and telephone services in the Luxury Suites; (ii) BSC shall be solely responsible for paying all utility cost related to BSC's use of the Team Space during the Term hereof; and (iii) BSC shall be responsible for the utility costs of providing lighting for Signage with regard to BSC's exercise of its advertising rights.
- ALTERATIONS. BSC shall have the right to perform or cause to be performed at its sole cost and 9. expense such alterations and/or additions to the Stadium as are necessary to expand the number of Luxury Suites available in the Stadium to 162 modules as shown on the attached Exhibit H, and to reconfigure the Club Lounge as provided therein (the "Approved Alterations"). To the extent that BSC shall perform or cause to be performed any Approved Alterations during the Term of this Agreement, BSC shall not be required to pay any additional Club Seat Revenue to the Authority as part of BSC's use and enjoyment of any such additional Luxury Suites constructed as part of the Approved Alterations. BSC shall also have the right, at any time during the Term of this Agreement, to perform or cause to be performed at its sole cost and expense permanent changes, alterations, or additions to the Stadium other than the Approved Alterations, subject to prior written approval of all plans and specifications with regard thereto by the Authority, which approval shall not be unreasonably withheld. BSC shall agree, as part of its construction of any permanent additions or alterations to the Stadium other than the Approved Alterations which increase the operating and maintenance costs (including capital repair costs) of the Stadium, to pay to the Authority, commencing upon the completion of such alterations or additions, as additional Club Seat Revenue, an amount equal to the incremental increase in the operations and maintenance costs incurred by the Authority with regard to the Stadium as a result of such alterations or additions other than the Approved Alterations (such amount to be mutually determined by the Authority and BSC). The Authority shall have the right, at any time during the term of this Agreement, to perform or cause to be performed at its sole cost and expense any permanent changes, alterations, or additions to the Stadium,

subject to the prior written approval of all plans and specifications relating thereto by BSC, which approval shall not be unreasonably withheld (provided that in the event the Authority shall perform or cause to be performed any such alterations or additions to the Stadium, BSC shall hold the rights described in Section 6(1) hereof with regard to such expanded or altered parts of the Stadium). If, during the term hereof, any change, alteration, addition or correction to the Stadium, or the Parking Facility (unless the Parking Facility shall have been reconfigured by BSC pursuant to the terms of the Development Agreement) shall be required by any law, rule, regulation or ordinance of any governmental authority, such change, alteration, addition or correction shall be made by the Authority, at its sole cost and expense, in accordance with the terms hereof. As part of the performance of any alterations, additions or changes to the Stadium pursuant to the terms of this Section 9, including, but not limited to, the Approved Alterations, BSC shall have the right to apply the Discretionary Funds to any costs or expenses incurred by BSC pursuant to the terms of Section 6(g) hereof. To the extent that the cost of any alterations, additions or changes so desired by BSC. including, but not limited to, the Approved Alterations, shall exceed the remaining amount of the Discretionary Funds, BSC shall have the right to seek additional funds from the Capital Improvement Fund in accordance with the mechanism described in Section 13(e) hereof in order to satisfy any remaining balance (to the extent any funds may be available in the Capital Improvement Fund), provided that such alterations, additions or changes are deemed to be "Capital Repairs" or "Capital Improvements" in accordance with the terms thereof. All fixtures (except the trade fixtures) which are built into, permanently attached or affixed to the Stadium or any part thereof by BSC or its sublicensees and subtenants and all labor and materials for the repair, replacement and maintenance thereof shall be incorporated into and be a part of the Stadium and, upon termination of this Agreement, shall remain with the Stadium and shall not be detached or removed, but trade fixtures, furniture, equipment and other moveable personal property which has been provided by BSC, or any of its sublicensees or sublessees, shall not be deemed to be part of the real property and shall be personal property of BSC or its sublessees or sublicensees and may be removed upon termination of this Agreement, provided BSC pays the cost of repairing any damage to the Stadium resulting from such removal. The timing of any alterations to be performed pursuant to the terms of this Section 9 shall be mutually agreed upon by BSC and the Authority.

BUCCANEERS' EVENTS. Except as otherwise provided in this Agreement, the Authority shall collect and shall pay to BSC (a) the first \$2,000,000.00 of revenues (net of sales taxes, applicable surcharges and Direct Costs) received by the Authority or generated from concessions, programs and merchandising as part of the exhibition of any and all Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events during any Lease Year, including, but not limited to, all revenues in the form of rent or other fees or charges paid for the usage of the Stadium, ticket sales and other admission charges, parking, concessions, broadcasting and merchandising rights (but only to the extent such

broadcasting rights or merchandising rights for any such Stadium Event have been expressly granted to the Authority), and any other revenues which may be received by the Authority or generated from concessions, programs and merchandising as part of the exhibition of such Stadium Events (collectively the "Revenues"), and (b) fifty percent (50%) of all such Revenues (net of sales taxes, applicable surcharges and Direct Costs), in excess of \$2,000,000.00, received by the Authority or generated from concessions, programs and merchandising as part of the exhibition of any and all Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events during any applicable Lease Year. The Authority shall pay to BSC its share of such Revenues within thirty (30) days after the exhibition of any Stadium Event other than a Buccaneers' NFL Game or Buccaneers' Event. It is the intent of this provision that the first \$2,000,000.00 (net of sales taxes, applicable surcharges, and Direct Costs) received by the Authority or generated from concessions, programs and merchandising during any Lease Year from the exhibition of such Stadium Events other than Buccaneers' Events or Buccaneers' NFL Games be paid to BSC, and that after payment thereof to BSC, all such Revenues in excess of \$2,000,000.00 received by the Authority or generated from concessions, programs and merchandising during any Lease Year from the exhibition of any Stadium Event other than a Buccaneers' Event or Buccaneers' NFL Game (net of sales taxes, applicable surcharges, and Direct Costs) shall be equally divided between the Authority and BSC. All such Revenues paid to BSC may be used by BSC for its own purposes.

In addition, the Authority shall charge a Ticket Surcharge on all Admission Tickets sold for Stadium Events other than Buccaneers' Events and Buccaneers' NFL Games which are exhibited at the Stadium, and the revenue received by the Authority therefrom (the "Non-NFL Ticket Surcharge Revenue"), together with the NFL Ticket Surcharge Revenue to be received from BSC, shall be applied by the Authority in accordance with the terms and conditions of this Agreement.

Notwithstanding anything contained herein to the contrary, the parties hereto acknowledge that:

- (a) There shall be deducted from such Revenues prior to the distribution of such Revenues by the Authority pursuant to the terms of this Section 10, all of the Direct Costs incurred by the Authority as part of the exhibition of the applicable non-Buccaneer Stadium Event; and
- (b) Any revenues received by BSC as part of any and all Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events which are to be retained solely by BSC pursuant to the terms of this Agreement, including, but not limited to, revenues from the merchandising of goods within the Team Space as part of the rights granted to BSC pursuant to Section 6(h) hereof and from the exercise of other merchandising rights granted to BSC pursuant to Section 6(d) hereof, revenues received from the exercise of the advertising rights granted to BSC pursuant to Section 6(a) hereof, the fees payable to BSC by third parties for the sublease or sublicense of any Luxury Suites, revenues received from the grant of the Naming Rights pursuant to Section 6(e) hereof, and any other revenues received by BSC as part of the exhibition of any

Stadium Events other than Buccaneers NFL Games and Buccaneers' Events, which are the property of BSC pursuant to the terms hereof, shall be retained by BSC and shall not be included within the Revenues to be divided between the Authority and BSC as described above.

(c) In the event that the FAA shall limit parking on the HCAA Parcel pursuant to the terms of Section 46(b) hereof, and the Authority shall be unable to mitigate the loss of parking spaces resulting therefrom, the \$2,000,000.00 cap on the amount of Revenues to be paid solely to BSC shall be increased annually by the amount of the Cap Increase (as calculated in accordance with the terms and conditions of Section 46(b) below), and BSC shall then receive the first \$2,000,000.00 plus the amount of the Cap Increase (both net of sales taxes, applicable surcharges and Direct Costs) from the Revenues before the parties shall begin dividing Revenues for the applicable Lease Year between themselves as described above.

## 11. <u>ASSIGNMENT AND SUBLETTING.</u>

- Agreement or any part of the rights created hereby to any third party. Notwithstanding the foregoing, (i) BSC shall have the right to assign this Agreement without the consent of the Authority and BSC shall be relieved from all liabilities or obligations under this Agreement pertaining to the assigned portion of this Agreement or the Premises if such assignment is made in connection with the sale or transfer of the Franchise to an entity not affiliated with BSC or the Partnership, provided the Assignee of the Franchise expressly assumes the obligations of BSC under this Agreement, (ii) BSC shall have the right to assign this Agreement to the Partnership without the consent of the Authority, provided BSC shall not be relieved from liability hereunder, and (iii) BSC shall have the right to sublicense to the Partnership the right to exhibit Buccaneers' NFL Games at the Stadium pursuant to this Agreement in accordance with the requirements of the NFL.
- (b) Subletting. BSC shall have the right at any time, without the consent of the Authority but subject to the terms and conditions hereof and the Financing Documents, to sublease, sublicense or otherwise assign the rights to use and enjoy any of the seats (including the Regular Seats and Club Seats) for Buccaneers' NFL Games, and the rights to use and enjoy the Luxury Suites for all Stadium Events, pursuant to the terms and conditions of this Agreement.
- Nondisturbance Agreement. Upon the written request of BSC, the Authority shall enter into an appropriate Nondisturbance Agreement with any Sublessee. The Nondisturbance Agreement shall include such reasonable provisions as requested by the Sublessee, subject to the reasonable approval of the Authority, but in any event shall (i) reaffirm the Authority's ownership of the Premises, (ii) confirm (if true) that this Agreement is in full force and effect without default by BSC (or, if a default exists, specifying the default and the remedy required by the Authority), and (iii) provide, in substance, that so long as the Sublessee complies

with all of the terms of its sublease or other similar agreement, the Authority, in the exercise of any of its rights or remedies under this Agreement, shall not deprive the Sublessee of possession, or the right of possession, of the subleased property during the term of the sublease or other similar agreement, or join the Sublessee as a party in any action or proceeding to enforce or terminate this Agreement or obtain possession of the property transferred to the Sublessee in the sublease or other similar agreement for any reason other than a breach by the Sublessee of the terms of the sublease or other similar agreement which would entitle the Sublessor to dispossess the Sublessee thereunder, provided, however, that as part of the Nondisturbance Agreement, the Sublessee shall agree that, in the event of any termination of this Agreement prior to the expiration of its Term, the Sublessee shall be deemed attorned to the Authority, and shall become a tenant of the Authority under its sublease or other similar agreement, with all rental thereunder payable to the Authority from and after the date of such attornment. Further, in the event that any Holder shall be granted a lien on or security interest in the real property or Improvements constituting part of the Development Area, the Authority hereby covenants and agrees that it shall obtain the agreement of said Holder or Holders to enter into an appropriate Nondisturbance Agreement with any Sublessee upon the written request therefor by BSC.

(d) General Provisions. BSC shall, in connection with any assignment, sublease or other lesser grant of rights hereunder, provide notice to the Authority of the name, legal composition and address of any assignee or Sublessee, together with a complete copy of the assignment agreement, sublease or other such agreement.

## 12. MAINTENANCE AND REPAIRS.

(a) Stadium. The Authority shall maintain all of the Stadium and related facilities, including, but not limited to, the Luxury Suites, Club Lounge, Scoreboards, Video Boards, Buccaneers' Locker Room, and the Parking Facility (but excluding the Team Space and Concession Areas), and specifically including the playing surface of the Stadium and the parts and equipment, plate glass, plumbing, irrigation and sewage facilities, fixtures, ventilation, heating and air conditioning and electrical systems, sprinkler systems, walls, floors, ceilings, structural supports, seats and seating located within the Stadium and such related facilities, in good working order, condition and repair, in accordance with generally applicable industry standards for maintenance and upkeep of NFL stadiums of a similar vintage, and in a clean, sanitary and safe condition and in good repair in accordance with all applicable laws, ordinances, and regulations. Notwithstanding the foregoing, the parties hereto acknowledge and agree that any concessionaire of food or beverage concessions shall maintain its Concession Area and BSC shall be responsible for maintaining and repairing any improvements to be constructed on lands occupied by BSC or any Sublessee pursuant to a Development Lease.

The Authority shall commence any necessary repairs to the Stadium or its related facilities within a reasonable period of time after receiving notice of the need for such maintenance and repair but shall commence the same no later than sixty (60) days after receipt of written notice of the needed repair, unless a greater period of time is necessary to comply with legal, fiscal or engineering/architectural restraints, or to exhibit Stadium Events previously scheduled, and shall complete such repair within a reasonable period of time thereafter. Should the Authority fail to make any necessary repairs or perform any necessary maintenance as and when required herein, or on a timely basis with respect to the proper operation of the Stadium, then BSC shall have the right, but not the obligation, to make the necessary repairs or perform the necessary maintenance, and in such event BSC shall be entitled to reimbursement from the Authority for costs expended, or at BSC's option, to offset the costs of any such repairs or maintenance from the next payments of Base Contribution required under this Agreement.

(b) Team Space. BSC shall, throughout the Term hereof until the surrender thereof (which is governed by Section 28 hereof), and at no expense whatsoever to the Authority, take good care of the Team Space and shall not allow or suffer any waste with respect thereto, and BSC shall promptly make all repairs necessary to maintain the Team Space in good and lawful order and condition. BSC shall commence any necessary repairs to the Team Space within a reasonable period of time after receiving notice of the need for such maintenance and repair but shall commence the same no later than sixty (60) days after receipt of written notice of the needed repair, unless a greater period of time is necessary to comply with legal, physical or engineering/architectural restraints, and shall complete such repair within a reasonable period of time thereafter. Should BSC fail to make any necessary repairs or perform any necessary maintenance as required herein, or on a timely basis with respect to the operation of the Team Space, then the Authority shall have the right, but not the obligation, to make the necessary repairs or perform the necessary maintenance, and in such event, the Authority shall be entitled to a reimbursement from BSC for costs expended, or at the Authority's option, to offset the cost of any such repairs or maintenance from the next payments to BSC required under this Agreement.

### 13. MANAGEMENT.

(a) Duties of Authority in General. The Authority shall manage, coordinate, and supervise the proper conduct of the ordinary and usual business and affairs pertaining to the operation, maintenance, and management of the Stadium. The Authority shall have such responsibilities, and shall perform and take or cause to be performed or taken, all such services and actions customarily performed or taken by managing agents of property of similar nature, location and character to that of the Stadium as may be reasonably necessary or advisable, including but not limited to the scheduling and contracting for the exhibition of all

Stadium Events (subject to the scheduling provisions hereof). The Authority shall undertake its duties in accordance with the terms and conditions of this Agreement. The Authority covenants and agrees that it shall undertake all of its responsibilities with regard to the management of the Stadium in a first-class manner which shall be comparable to the management of other NFL stadia with similar amenities and of a similar vintage.

Subject to the express terms of this Agreement, the Authority shall have the right at all times to supervise the operation and maintenance of the Stadium and the setting of any rates, rentals, fees, or other charges therefor, with regard to Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events; provided, however, that nothing in this Article shall be construed to permit the Authority to change any of the terms or provisions of this Agreement, or to give the Authority any right to determine the prices to be charged by BSC for Admission Tickets to Buccaneers' NFL Games or the prices charged for concessions, or to determine any other charges to be set by BSC, or to unilaterally set any charges which are subject to the input and approval of BSC as provided herein. The Authority shall make proper rules and regulations for the use of the Stadium with regard to all Stadium Events, provided, however, that the content of such rules and regulations shall be reasonably consistent with the rules and regulations enacted for other NFL stadia of a similar vintage with similar amenities.

All agreements for the use of the Stadium for Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events shall be made upon reasonable terms consistent with the Authority's past practices. The Authority and BSC acknowledge and agree that the generation of revenues from Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events, in a manner similar to the manner in which the Authority has generated revenues from the exhibition of events other than Buccaneers' games at the Existing Stadium, is a key part of the agreement between the parties evidenced hereby, and the failure of the Authority to enter into such agreements for Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events upon reasonable terms consistent with the Authority's past practices (taking into account any change in the Authority's ability to attract licensees at the new Stadium in relation to the Authority's ability to attract licensees at the Existing Stadium) shall be deemed a material default by the Authority of their obligations under this Agreement.

(b) Exhibition of Buccaneers' NFL Games. The Stadium and the Parking Facility will be operated and maintained by the Authority for the use of BSC and the exhibition of Buccaneers' NFL Games at the expense of the Authority except as specifically provided elsewhere in this Agreement. The Authority shall provide and maintain in good and clean order and operating condition at the time of and during each Buccaneers' NFL Game and Buccaneers' Event exhibited during the Term hereof the physical structure of the Stadium and all fixtures, equipment and improvements therein, including but not limited to machinery, pipes,

plumbing, wiring, gas and electric fittings, elevators, water drainage, showers, first aid stations, toilets and restroom facilities, spectator and other seating, as well as the access to said Stadium and the Parking Facility for all persons necessary for or otherwise involved in the exhibition of said game (provided, however, that to the extent BSC shall only use a portion of the Stadium with regard to the exhibition of the applicable Buccaneers' Event, the Authority shall only be required to provide the portion of the Stadium to be used by BSC in such good and clean order and operating condition). No reduction or diminution in any of the facilities, services, equipment or improvements to be furnished by the Authority in connection with Buccaneers' NFL Games for the use of Buccaneers and its personnel, invitees or licensees, or of the visiting club and its personnel, invitees or licensees, or of the representatives of press, television and radio, or of the spectators at such games, or of any other persons legitimately in attendance at such games, shall be made during the term of this Agreement or any renewals thereof without BSC's written consent, which will not be unreasonably withheld.

- Security. The Authority agrees to provide, at its expense, such security personnel at the Stadium and inside and outside the Stadium gates and fence, including the Parking Facility, as shall be reasonably necessary or appropriate to maintain public order and safety in and around the Stadium and to afford reasonable protection to BSC, persons affiliated with each team (as reasonably requested), Team owners, visiting owners, other dignitaries, and patrons of Buccaneers' NFL Games. The Authority shall further provide, at its expense, such security personnel as may reasonably be necessary in order to provide reasonable year-round protection and security of the Stadium and the related facilities (provided that the Authority shall not be required to provide security with regard to the Improvements). Any security cameras or other similar devices to be included within the Team Space and the Buccaneers' Locker Room shall be installed at the expense of BSC. Items stored within the Team Space or the Buccaneers' Locker Room shall be at the sole risk of BSC.
- (d) Game Day Requirements. The Authority shall provide for BSC's use, at the Authority's sole cost and expense, the Stadium and field ready on the date of each Buccaneers' NFL Game for the exhibition of the professional football games to be played by the Buccaneers with all facilities and equipment reasonably necessary for the operation and maintenance of the Stadium as a facility suitable for the performance of football games of NFL caliber, in accordance with the standards of the NFL which may be effective for the 1996 NFL Season. Specifically, but not by way of limitation, this obligation includes, using current standards:
  - (i) the furnishing and maintaining in good operating order, condition and repair on the dates of the Buccaneers' NFL Games of the playing field and surrounding areas properly sodded, watered, mowed, tended and marked;

- (ii) goal posts in position;
- (iii) reasonably adequate signs and markers;
- (iv) field benches;

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- (v) line markings and field markings, paintings and designs (including end zone decorative markings and a standard-size mid-field decorative marking for all regular season and post season games, as well as decorative markings at the 35-yard line for regular season openers and playoff games, all based upon 1996 practices);
  - (vi) adequate areas for training rooms;
  - (vii) complete and effective lighting system;
  - (viii) public address and loud speaker systems;
- (ix) phone hookup from each bench on field to respective coaches in the press box or coaches' box;
  - (x) radio and television booths adequately wired;
- (xi) any equipment, facilities, or other items required by any and all governmental bodies or agencies having jurisdiction; and
- (xii) all other special equipment and facilities generally made available as part of the performance and exhibition of NFL games at the stadiums of other NFL member clubs during the 1996 NFL Season, or otherwise required pursuant to requirements of the NFL for the exhibition of the Buccaneers' NFL Games during the 1996 NFL Season.

The playing field shall consist of natural grass (comparable in type and quality to the grass field located at the Existing Stadium), be suitably drained, and shall conform in all material respects with the Constitution and By-laws of the NFL and the rules and regulations promulgated pursuant thereto, including a removable tarpaulin for the playing field with related equipment.

The Authority specifically agrees to furnish, at the Authority's sole cost and expense (except as otherwise provided herein), on the dates of the Buccaneers' NFL Games, reasonably sufficient game-day personnel and services (excluding personnel for the Team Space or other personnel to be provided by BSC) in connection with the conduct of such games, using current standards for stadia of NFL member clubs, including, by way of illustration and not limitation: event coordinators, ticket takers, ushers, security guards for the field and Stadium, parking lot attendants, first aid attendants, information attendants, standby maintenance crews, and such other personnel and services as may reasonably be required to operate the Stadium in a first-class manner as part of the exhibition of Buccaneers' NFL Games. Such arrangement shall be conducted to the end that all necessary functions for the proper staffing and operation of the Stadium and

its related facilities for Buccaneers' NFL Games shall be properly performed, and that Buccaneers' NFL Games may be conducted with reasonably adequate protection of the interests of the parties and of the public. Also, it is specifically understood that all cleaning of the Stadium and its related facilities (except for the Team Space and Concession Areas) in preparation for any Buccaneers' NFL Game and after such game, and the employment of and compensation of personnel for such work, shall be at the expense of and is the sole responsibility of the Authority. BSC specifically agrees, at BSC's cost and expense, to manage, coordinate and supervise all ticket operation functions, including, but not limited to, the printing, selling and distributing of all tickets to Buccaneers' NFL Games or Buccaneers' Events, and printing and distributing of press credentials for Buccaneers' NFL Games, and BSC shall also be responsible for all public relations functions, including, but not limited to, press box set-up (including any necessary equipment such as fax machines and copiers) and promotional costs. BSC shall admit without charge to any Buccaneers' NFL Game or Buccaneers' Event concession employees, officers of local police departments in the discharge of their official duties, on-duty ambulance attendants and other similar medical personnel, and members of the Authority, its staff, employees, independent contractors and agents as necessary for the discharge of the Authority's responsibilities hereunder, who shall have unrestricted access to all parts of the Stadium and the Parking Facility (including Team Space) whenever necessary in the discharge of their official duties.

Notwithstanding the foregoing, the Authority shall not be responsible for providing security for or staffing any special events held outside of the Stadium on the dates of Buccaneers' NFL Games or Buccaneers' Events that are sponsored by BSC.

The parties acknowledge that, pursuant to the terms of this Section 13(d), the Authority shall be responsible, at the Authority's sole cost and expense, for all aspects of preparing the Stadium for the exhibition of Buccaneers' NFL Games and for operating the Stadium as part Buccaneers' NFL Games, except for any items for which BSC has assumed responsibility pursuant to the express terms and conditions of this Agreement. For Buccaneers' Events, rather than Buccaneers' NFL Games, all Direct Costs incurred by the Authority in connection with the exhibition thereof shall be reimbursed to the Authority within thirty (30) days after exhibition of such Buccaneers' Event.

Notwithstanding anything contained herein to the contrary, to the extent that any ancillary events exhibited as part of a Buccaneers' NFL Game shall require the Authority to provide its services beyond the time frames described on Exhibit I attached hereto and made a part hereof, BSC shall be responsible for the Direct Costs arising solely from the services provided by the Authority with regard to any such ancillary event commencing prior to the time frame or extending beyond the time frame.

### (e) Capital Improvements.

- (i) The Authority shall be responsible for funding and performing all Capital Repairs with regard to the Stadium (with the exception of any Capital Repairs which may be required with regard to the interior of the Team Space or as otherwise provided herein), and shall separately establish a capital improvement fund to pay for such Capital Repairs and for any Capital Improvements to be performed in accordance with the terms of this Section 13 (the "Capital Improvement Fund"). The Authority shall make contributions to the Capital Improvement Fund during the Term of this Agreement such that, by January 31, 2007, a total of \$2,500,000.00 shall be on deposit in the Capital Improvement Fund. Thereafter, the Authority shall make annual deposits of \$750,000.00 into the Fund until an aggregate of \$15,000,000.00 in deposits have been made by the Authority into the Capital Improvement Fund. Amounts deposited into the Capital Improvement Fund shall be used solely for Capital Repairs or Capital Improvements to the Stadium, and shall not be available for direct payment to the Authority or BSC or any affiliate thereof, except to the extent that such parties shall have performed services at market rates in connection with any such Capital Improvements or Capital Repairs. The expenditure of funds for Capital Repairs pursuant to this Section 13(e) shall not release the Authority from its obligation to maintain the Stadium in accordance with the generally applicable industry standards for maintenance and upkeep of NFL Stadiums of a similar vintage. Notwithstanding anything contained in this Section 13(e) to the contrary, in the event that any Discretionary Funds are deposited into the Capital Improvement Fund pursuant to the terms of Sections 5(b) and 6(g) above, (A) both the amount of funds to be on deposit in the Capital Improvement Fund by January 31, 2007 (i.e., \$2,500,000.00), and the aggregate amount of funds to be deposited into the Capital Improvement Fund by the Authority over the term of this Agreement (i.e., \$15,000,000.00), shall be increased by the amount of such Discretionary Funds actually deposited into the Capital Improvement Fund pursuant to the terms of Section 6(g) above, and (B) such Discretionary Funds shall be available for any lawful capital projects which will enhance the quality of the fan experience at the Stadium as determined by BSC.
- (ii) In the event that either BSC or the Authority shall determine that a Capital Repair or Capital Improvement for the Stadium shall be necessary or desirable, said party shall give written notice to the other party of the proposed Capital Repair or Capital Improvement (the "Capital Improvement Notice"). Proposals for Capital Repair or Capital Improvements must include cost estimates, preliminary design work when necessary (to be followed by more detailed plans) and proposed time tables. Costs for the preliminary design work are reimbursable from the Capital

Improvement. Said other party shall have thirty (30) days from receipt of the Capital Improvement Notice in which to review the proposed Capital Repair or Capital Improvement. If said other party agrees that such proposed work is a Capital Repair or Capital Improvement, said party shall notify the requesting party thereof, within said thirty (30) day period, and the Authority will proceed to perform such Capital Repair or Capital Improvement. If said other party does not agree that proposed work is a Capital Repair or Capital Improvement, said other party shall deliver, within such thirty (30) day period, a written determination to that effect to the requesting party including its reasons for such determination. Failure by any other party to respond shall be deemed to be an approval of the proposal described in the Capital Improvement Notice. In the event that either the Authority, BSC, City or County shall determine that a proposed repair or improvement is not an appropriate Capital Repair or Capital Improvement under this Agreement, said repair or improvement shall not be funded with funds available from the Capital Improvement Fund.

- (iii) The Authority shall have no obligation to approve any proposed Capital Improvement or fund the same if adequate funds are not available within the Capital Improvement Fund to cover the cost thereof. However, the Authority shall be liable for the cost and expenses of any Capital Repair that is not a Capital Improvement even if the remaining funds in the Capital Improvement Fund are insufficient to cover the cost thereof.
- (iv) The funds in the Capital Improvement Fund shall be invested by the Authority in the same manner as funds held generally by the City or County. Investment income earned on the amounts in the Capital Improvement Fund shall remain in the Capital Improvement Fund and shall not be used as a credit against future contributions.

#### (f) Audit Rights.

- (i) The Authority hereby agrees, at the request of BSC, to make available to BSC for its inspection and examination all of the books and records that relate to the Authority's management and operation of the Stadium, in order to confirm the Authority's compliance with the terms hereof. Further, the Authority also agrees to make the aforementioned books and records available to a certified public accountant, selected by BSC at its expense, for review and audit if BSC so elects, for such purposes. Finally, the Authority shall provide to BSC a monthly statement regarding its operations.
- (ii) BSC hereby agrees, at the request of the Authority, to make available to the Authority for its inspection and examination all of the books and records of BSC that relate to the NFL Ticket

Surcharge, in order to confirm BSC's compliance with the terms hereof. Further, BSC also agrees to make the aforementioned books and records available to a certified public accountant, selected by the Authority at its expense, for review and audit if the Authority so elects, for such purposes. Finally, BSC shall provide to the Authority a regular statement regarding the NFL Ticket Surcharge.

- (g) Community Events. The parties hereto recognize that the Outback Bowl, the Florida Classic, University of South Florida football games, Tampa Bay Mutiny soccer games and community-civic events are important to local government and to the community, and it is the intent of the parties hereto that, subject to the terms and conditions hereof, the Stadium will be made available for such events.
- (h) Non-Stadium Events. To the extent that the Authority shall schedule and exhibit events outside of the Stadium but elsewhere within the Premises or the HCAA Parcel, and said events shall not be held as part of any Stadium Event, but instead shall be separate and distinct therefrom (such as, for example, carnivals or car shows), the Authority shall not be required to collect surcharges with regard thereto and the Authority may grant concession rights or merchandising rights with regard thereto to any third party (including parties other than the concessionaires contracted for by BSC), but all revenues arising from such events shall be deemed to be Revenues from Stadium Events other than Buccaneers' NFL Games or Buccaneers' Events and shall be distributed between the Authority and BSC as provided in Section 10 hereof.

# INDEMNITY AND INSURANCE.

- (a) BSC's Indemnity. For additional consideration of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, BSC agrees to hold harmless, indemnify and defend the Authority against any claim, action, loss, damage, injury, liability, cost and expense, of any kind or nature whatsoever (including, but not by way of limitation, attorney's fees, expert witness fees, consultant fees and court costs) arising out of any injury to persons or death of persons or damage to or destruction of property, occurring as a result of or incidental to the negligent acts or omissions of BSC, its partners, directors, officers, employees, representatives, agents, invitees, licensees, assignees and subtenants in their use, occupation of and access to the Premises. This indemnity, with respect to any negligent acts or omissions of BSC which have occurred during the Term of this Agreement, shall survive the expiration or earlier termination of the Term of this Agreement. Nothing in this provision shall constitute a waiver by the Authority or limit the Authority's recovery with respect to any tort action against BSC.
- (b) Authority's Indemnity. For additional consideration of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Authority agrees, to the fullest extent allowable under applicable law, to hold harmless, indemnify and defend BSC and its partners, officers, directors, employees, representatives, agents, invitees, licensees, assignees, subtenants and affiliates, against

any claim, action, loss, damage, injury, liability, cost and expense, of any kind or nature whatsoever (including, but not by way of limitation, attorney's fees, expert witness fees, consultant fees and court costs) arising out of any injury to persons or death of persons or damage to or destruction of property, as a result of or incidental to the negligent acts or omissions of the Authority, its members, staff, directors, officers, employees, representatives, agents, invitees, licensees, assignees or subtenants in their use, occupancy of and access to the Premises. This indemnity, with respect to any acts or omissions of the Authority which have occurred during the Term of this Agreement, shall survive the expiration or earlier termination of the Term of this Agreement. Nothing in this provision shall constitute a waiver by BSC or limit BSC's recovery with respect to any tort action against the Authority.

- (c) <u>Liability Insurance Team</u>. Without limiting its liability under this Agreement, BSC agrees to procure and maintain, at its sole expense and at no expense to the Authority, the following types and amounts (the foregoing limits being minimum requirements) of insurance for the Term of this Agreement and to furnish certificates confirming such coverage to the Authority:
  - (i) Worker's compensation insurance in the amount of coverage statutorily required in Florida and with employer's liability coverage (including appropriate Federal Acts) in the amount of \$1,000,000.00 for all employees of BSC, in accordance with the laws of the State of Florida. BSC shall have the right to satisfy such worker's compensation and employer's liability coverage through self-insurance.
  - (ii) Commercial general liability insurance regarding the operations of BSC at the Premises, covering against any claims and liability to persons or property occurring on the Premises. Such policy or policies shall also cover personal injury, contractual liability under this Agreement, acts of independent contractors, and products liability. Limits of coverage shall not be less than \$1,000,000.00 per occurrence, \$1,000,000.00 specific location general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury, against claims therefor to persons or property occurring on the Premises.
  - (iii) Business automobile liability insurance insuring BSC in accordance with the laws of the State of Florida as to ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles to be used in the performance of BSC's obligations under this Agreement, with a limit of coverage of not less than \$1,000,000.00 combined single limit for each accident.
  - (iv) Umbrella liability insurance or excess liability insurance, if used to reach the limits of liability for any coverages required by this Agreement, shall provide liability limits of not less than \$5,000,000.00 per occurrence. If umbrella liability insurance or excess liability insurance is used

to reach the limits of liability for any of the coverages required by this Agreement, the limits of primary liability insurance for the commercial general liability insurance coverage shall not be less than \$1,000,000.00 per occurrence and aggregate coverage for liability associated with work performed under this Agreement and \$1,000,000.00 combined single limit each accident for bodily injury and property damage liability coverage and the limits of primary insurance coverage under the business automobile policy and employer's liability shall be \$1,000,000.00 level limits.

BSC's commercial general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained in this Agreement. BSC's commercial general liability policy shall also include coverage against the claims of persons for bodily injuries, death and property damage arising out of the use or occupancy of the Premises by BSC, its officers, employees, agents, assignees, subtenants, guests, patrons or invitees.

Except for workers' compensation and employers' liability coverage, all policies shall include the Authority, its directors, officers, employees, representatives and agents as additional insured parties. The Authority shall have no liability for any premium charges for such coverage, and the inclusion of the Authority as an additional insured is not intended to, and shall not make the Authority a partner or joint insurer with BSC in BSC's activities in the Premises. Any policies shall be for full coverage with any deductibles or retentions to be the sole responsibility of BSC and subject to approval by the Authority and shall contain provisions on the part of the respective insurers waiving the right of such insurers to subrogation against the Authority.

The original or a certified copy of the above policy or policies, plus certificates of insurance evidencing the existence thereof, all in such form as the Authority may require shall be delivered to the Authority at least twenty (20) days prior to the exhibition of the first Buccaneers' NFL Game at the Stadium. In the event a binder is delivered, it shall be replaced within twenty (20) days by the original or an executed certified copy of the policy, together with a certificate of insurance evidencing the existence thereof in form acceptable to the Authority.

A renewal policy shall be delivered to the Authority at least twenty (20) days prior to the expiration date of the existing policy, except for any policy expiring on the expiration date of this Agreement or thereafter. If BSC does not provide evidence that these insurance coverages have been purchased and are in full force and effect then the Authority may, at its option, purchase the required coverages and charge all premiums and administrative expenses back to BSC and these premiums and expenses will be repaid immediately. However, there is no obligation on the part of the Authority to purchase any of these coverages. Such insurance, as described herein, shall be written by a company or companies eligible to do business in the

State of Florida. The insurance certificate shall provide that no material alteration or cancellation shall be effective until twenty (20) days after delivery of written notice to the Authority.

- (d) <u>Liability Insurance Authority</u>. Without limiting its liability under this Agreement, the Authority agrees to procure and maintain, at its sole expense and at no expense to BSC, the following types and amounts (the foregoing limits being minimum requirements) of insurance for the Term of this Agreement and to furnish certificates confirming such coverage to BSC:
  - (i) Worker's compensation insurance in the amount of coverage statutorily required in Florida and with employer's liability coverage (including appropriate Federal Acts) for all employees of the Authority, with employers' liability limits of a level \$1,000,000.00.
  - (ii) Commercial general liability insurance regarding the operations of the Authority at the Stadium and the Parking Facility, covering against any claims and liability to persons or property occurring therein. Such policy or policies shall also cover personal injury, contractual liability under this Agreement, acts of independent contractors, and products liability. Limits of coverage shall not be less than \$1,000,000.00 per occurrence, \$1,000,000.00 specific location general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury, against any and all claims therefor to persons or property occurring at the Stadium or the Parking Facility.
  - (iii) Business automobile liability insurance insuring the Authority in accordance with the laws of the State of Florida as to ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles to be used in the performance of the Authority's obligations under this Agreement with a limit of coverage of not less than \$1,000,000.00 combined single limit for each accident.
  - (iv) Umbrella liability insurance or excess liability insurance shall provide liability limits of not less than \$5,000,000.00 per occurrence. If umbrella liability insurance or excess liability insurance is used to reach the limits of liability for any of the coverages required by this Agreement, the limits of primary liability insurance for the commercial general liability insurance coverage shall not be less than \$1,000,000.00 per occurrence and aggregate coverage for liability associated with work performed under this Agreement and \$1,000,000.00 combined single limit each accident for bodily injury and property damage liability and the limits of primary insurance coverage under the business automobile policy and employers liability shall be \$1,000,000.00 level limits.

The Authority's commercial general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained in this Agreement. The Authority's commercial general liability policy shall also include coverage against the claims of any and all persons for bodily injuries, death

and property damage arising out of the use or occupancy of the Premises by the Authority, its officers, employees, agents, assignees, subtenants, guests, patrons or invitees.

Except for workers' compensation and employers' liability coverage, all policies shall include BSC, its general partner and all directors, officers, employees, representatives and agents of BSC and its general partner as additional insured parties. BSC shall have no liability for any premium charges for such coverage, and the inclusion of BSC, and its general partner, as an additional insured is not intended to, and shall not make BSC, or its general partner, a partner or joint insurer with the Authority in the Authority's activities in the Premises. Any policies shall be for full coverage with any deductibles or retentions the sole responsibility of the Authority and shall be subject to approval by BSC and shall contain provisions on the part of the respective insurers waiving the right of such insurers to subrogation against BSC.

The original or an executed certified copy of the above policy or policies, plus certificates evidencing the existence thereof, all in such form as BSC may require shall be delivered to BSC at least twenty (20) days prior to the exhibition of the first Stadium Event at the Stadium. In the event a binder is delivered, it shall be replaced within twenty (20) days by the original or a certified copy of the policy, together with a certificate of insurance evidencing the existence thereof.

A renewal policy shall be delivered to BSC at least twenty (20) days prior to the expiration date of the existing policy, except for any policy expiring on the expiration date of this Agreement or thereafter. If the Authority does not provide evidence that these insurance coverages have been purchased and are in full force and effect then BSC may, at its option, purchase the required coverages and charge all premiums and administrative expenses back to the Authority and these premiums and expenses will be repaid immediately. However, there is no obligation on the part of BSC to purchase any of these coverages nor, if BSC does purchase such coverages, shall BSC warrant in any way or otherwise be liable for the financial responsibility of the insurers selected. Such insurance, as described herein, shall be written by a company or companies approved to do business in the State of Florida. The insurance certificate shall provide that no material alteration or cancellation shall be effective until twenty (20) days after delivery of written notice to BSC.

The obligation of the Authority to obtain the liability insurance coverages described in this Section 14(d) shall be in addition to the obligation of the Authority to maintain the insurance coverages described in Section 37 of this Agreement during the construction of the Stadium.

(e) Property Insurance - Stadium and Parking Facility. The Authority shall, throughout the term of this Agreement, insure, at its expense, the Stadium and all parts thereof, including, but not limited to, the Stadium structure, the playing field and the Parking Facility, and including any improvements and betterments thereto made by the Authority or BSC or at BSC's expense which are a part of the real estate and become the

property of the Authority at the end of the term of this Agreement, but excluding any Improvements constructed pursuant to a Development Lease, against loss or damage by or from the following risks: (a) fire and lightning; (b) windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke (as such terms are defined in the form of extended coverage endorsements presently in general use in Tampa, Florida), and such other risks or hazards now or hereafter embraced by an "Extended Coverage Endorsement"; (c) explosion and/or any sudden or accidental breakdown necessitating repair or replacement of such of the following equipment as may be in the Stadium structure: steam boilers (except for small hot water heaters), steam and water pipes, steam engines, and other steam pressure vessels and the electrical and lighting systems, including transformers and miscellaneous electrical apparatus (except that during any period when any of the equipment covered by such insurance is not in use and is shut down such insurance may be suspended with respect to such equipment not in use); (d) vandalism and malicious mischief; and (e) such other risks or hazards of a similar or dissimilar nature which are now or may hereafter be customarily insured against with respect to improvements similar in construction, design, general location, use and occupancy to the Stadium and the Parking Facility. At all times, such insurance coverage shall be in amount equal to one hundred percent (100%) of the then "full replacement cost" of the Stadium and the Parking Facility. "Full replacement cost" shall be interpreted to mean the cost of replacing the improvements without deduction for depreciation or wear and tear, and it shall include a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Stadium and the Parking Facility in the event of damage thereto or destruction thereof. If a sprinkler system shall be located in the Stadium or the Parking Facility, sprinkler leakage insurance shall be procured and continuously maintained by the Authority at the Authority's sole cost and expense. All such policies may provide a commercially reasonable deductible amount. For the period prior to the date when the construction of the Stadium is completed, the Authority shall, at its sole cost and expense, maintain in full force and effect, on a completed value basis, builder's risk insurance coverage or other comparable coverage on the Stadium pursuant to the terms of Section 37 hereof.

Waiver of Subrogation. The insurance policy to be obtained by the Authority under subsection (e) above shall contain a provision that any right of subrogation which the insurance company may have against BSC, its officers, agents, employees, subcontractors, concessionaires, sublessees and sublicensees, is waived. The Authority hereby waives any claim of liability against BSC, its officers, agents, employees, subcontractors, concessionaires, sublessees or sublicensees (including any sublessee or sublicensee of a Luxury Suite at the Stadium) for loss or damage to property which is within the coverage of the foregoing insurance policies, but only to the extent of such coverage.

- Additional Insurance. The Authority shall require any other person, corporation, partnership, entity, university, college or other party which rents, leases or otherwise uses the Stadium or any part thereof for any Stadium Event other than a Buccaneers' NFL Game to procure and maintain, at its expense and at no expense to BSC or Authority, the same types of insurance coverage specified above (with policy limits deemed reasonable by the Authority in relation to the type of Stadium Event to be exhibited), and to require that such insurance, either by provision in the policy or by special endorsement attached hereto, insure BSC, its general partner and the Authority as an additional insured against any risk to which BSC, its general partner or the Authority may be exposed as a result of the usage of the Stadium and its related facilities by such other party.
- (h) Increase in Coverage. BSC or the Authority shall have the right from time to time during the Term of this Agreement to require BSC and the Authority to increase the amount of insurance coverage required pursuant to this Section 14 to commercially reasonable levels.
- DAMAGE AND RESTORATION. If at any time during the term of this Agreement, the Stadium and its related facilities (including the Parking Facility), or any portion thereof, should be damaged or destroyed by any casualty, the Authority shall forthwith remove any resulting debris and repair or rebuild any damaged or destroyed structures and other improvements to the condition in which such structures and improvements existed prior to such casualty and return such structures and improvements to "first rate" working order, whether or not any insurance proceeds shall be awarded to the Authority as a result of such damage or destruction. Further, the parties hereto agree that the funds contained within the Capital Improvement Fund may be applied to the repair or rebuilding of the Stadium or its related facilities occasioned by such casualty without the prior written consent of BSC, provided that the Authority shall thereafter replenish the Capital Improvement Fund, so that by the end of the third (3rd) Lease Year following the reconstruction of the Stadium pursuant to the terms and conditions of this Section 15, the Capital Improvement Fund shall contain the amount of funds which were held within the Capital Improvement Fund immediately prior to the occurrence of the casualty, plus the interest which would have been earned on such funds in the interim, and plus such additional deposits as may be required to be deposited into the Capital Improvement Fund pursuant to the terms and conditions of this Agreement subsequent to such casualty and the interest earned thereon. Until such time as the Stadium and its related facilities (except for furniture and equipment described above which are BSC's responsibility) are repaired, rebuilt and put in "first rate" working order, the Base Contribution, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be abated. It is expressly provided, however, that if the Authority, for any reason whatsoever, fails to commence to repair, rebuild and put the Stadium and its related facilities in good and tenantable repair following damage or destruction arising from any cause whatsoever within one hundred twenty (120) days after the date which such damage or destruction occurred, or fails thereafter to proceed diligently to complete such repair work or rebuilding, BSC, in addition to the other rights and

remedies as may be accorded BSC by law, shall have the right and option to terminate this Agreement by giving the Authority written notice of BSC's election to do so at any time prior to the completion of such repairs and/or rebuilding, and upon such notice being given by BSC, this Agreement shall automatically terminate and end effective as of the date of damage or destruction. Notwithstanding anything contained herein to the contrary, no termination fee or other payment shall be payable by BSC to the Authority as a result of any such termination of this Agreement as described above.

## 16. <u>CONDEMNATION</u>.

- (a) <u>Definitions</u>. Whenever used in this Section, the following words shall have the definitions and meanings hereinafter set forth:
  - "Condemnation Proceedings": Any action brought for the purpose of taking of the Premises, the Stadium, the Improvements or any part thereof or any other property interest therein (including, but not limited to, access thereto) by any entity exercising the power of eminent domain or other governmental authority, including a voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending.
  - (ii) <u>"Taking"</u> or <u>"Taken"</u>: The vesting of title to the Premises, the Stadium, the Improvements or any part thereof or any other property interest therein pursuant to the Condemnation Proceedings.
- (b) Efforts to Prevent Taking. The Authority agrees to use its best efforts to prevent a Condemnation Proceeding and to cause any other authorities vested with the power of eminent domain to refrain from instituting any Condemnation Proceedings or exercising any other powers of eminent domain with respect to the Premises, the Stadium, the Improvements or any part thereof during the Term of this Agreement.
- Proceedings, this Agreement shall terminate as of the Taking and the Base Contribution shall be paid to the date of such termination; provided, however, such termination shall not affect BSC's right to recover any portion of any award for the taking of its interests hereunder or other interests, as otherwise provided herein. The Authority shall immediately remit to BSC a proportionate refund of any rents paid for periods after the date of such termination.

#### (d) Partial Taking.

(i) If less than all of the Premises and Stadium shall be taken in Condemnation Proceedings, the Authority shall determine, in the Authority's reasonable discretion and within a reasonable time after such Taking, whether the remaining Premises or Stadium (after necessary and

feasible repairs and reconstruction to constitute the same as a complete architectural unit or units) can economically and feasibly be used by BSC.

(ii) If it is determined by the Authority, in its reasonable discretion, that such remaining Premises or Stadium cannot economically and feasibly be used by BSC, then BSC, at its election may terminate this Agreement on thirty (30) days' notice to the Authority to such effect; provided, however, such termination shall not affect BSC's right to recover any portion of an award for its interests hereunder or other interests, as otherwise provided herein. However, such election to terminate must be exercised within ninety (90) days after the determination that the remaining Premises or Stadium cannot economically and feasibly be used by BSC. The Authority shall immediately remit to BSC a proportionate refund of any rents paid for periods after the date of such termination.

### (e) Condemnation Award.

- (i) Upon the commencement of any action for a Taking, the Authority and BSC shall pursue, in their own names and rights, unless otherwise required by law, such remedies and make such claims or counterclaims as they may have against the authority exercising such right of eminent domain or other lawful taking as if this Agreement and the term hereof had not expired or terminated (whether or not such expiration or termination shall have occurred on the account of such Taking) and for the purpose of determining the respective rights and remedies of the parties or for the purpose of an equitable apportionment of the awards for damages if made to the Authority and BSC jointly, or if such award is made solely to the Authority or to BSC, the following shall apply:
  - (1) If a partial Taking occurs and the Authority is required or determines to repair or reconstruct the Stadium and its related facilities, the Authority shall be entitled to an amount equal to the cost of such repair or reconstruction to be so applied, which amount, prior to the payment in full or defeasance of the obligations under the Financing Documents, shall be paid over to the Authority; and
  - (2) The Authority, or such parties entitled to the Authority's share of such award pursuant to the Financing Documents, shall be entitled to an amount equal to the value of the portion of the Land taken considered as unimproved, raw land, valued as a separate parcel not part of a larger assemblage of land and valued on the basis of said parcel's then highest and best use, but encumbered by this Agreement (i.e., the value of the remainder interest of the Authority), which amount, not to exceed the total amount then outstanding under the Financing Documents, shall, prior to the payment in full or defeasance of the obligations

under the Financing Documents, be paid over to the Trustee for application to the payment or redemption of all outstanding obligations under the Financing Documents; and

- (3) The Authority, or such parties entitled to the Authority's share of such award pursuant to the Financing Documents, shall be entitled to an amount equal to the then current fair market value of the Stadium owned by the Authority and situated on the portion of the Land taken in its condition existing at the time of Taking, but encumbered by this Agreement, which amount, not to exceed the total amount then outstanding under the Financing Documents, shall, prior to the payment in full or defeasance of obligations thereunder, be paid over to the Trustee for application to the payment or redemption of all such outstanding obligations; and
- (4) BSC shall have the right to recover an award, to the extent included by the court within any award, which shall include, without limitation, the value of BSC's interests under this Agreement, BSC's moving expenses, BSC's business damages, and the diminishment in value of other property of BSC resulting from such Taking. Such awards as are payable to BSC shall be paid to BSC, subject to the rights of any lienholder; and
  - (5) The balance of any such award shall be paid to the Authority.
- (ii) If this Agreement is not terminated by BSC pursuant to the provisions hereof after a partial Taking, then (i) this Agreement shall not terminate and it shall continue in full force and effect as to the portion of the Premises not taken, including the Stadium, and (ii) the Authority shall commence and proceed with reasonable diligence to repair or reconstruct the Stadium to a complete architectural unit.
- of all or any portion of the Premises shall be taken, the foregoing provisions of this Section shall be inapplicable thereto and this Agreement shall continue in full force and effect and BSC and the Authority shall each be entitled to make claim against any governmental authority for and recover any award or awards recoverable in respect of such possession or occupancy. For the purposes of this Section 16(f), the Taking of possession or occupancy shall be regarded as "temporary" if it does not extend beyond the Term of this Agreement. Any Taking of the right of possession or occupancy of all or any portion of the Premises, which is for a period that does extend beyond the Term of this Agreement, shall be regarded for purposes of this Agreement as a Taking which is not temporary and to which the foregoing provisions of this Section shall be applicable.

(g) Settlement of Proceedings. If BSC and the Authority are required to seek a joint award, the Authority shall not make any settlement with the condemning authority in any Condemnation Proceedings nor convey or agree to convey the whole or any portion of the Premises or the Stadium to such authority in lieu of condemnation without first obtaining the written consent of BSC.

### 17. **DEFAULT OF TEAM.**

- (including, but not limited to, the portions of the Club Seat Revenue allocable to the Practice Area or the Development Rights) when due and the continuation of such failure for ten (10) days after delivery of written notice to BSC in accordance with the provisions hereof that such Base Contribution is due hereunder, then and in such event the Authority shall have the full right at the Authority's election to take any of the remedies set forth in Section 17(c) of this Agreement.
- Nonmonetary Defaults. In the event of any breach of any obligation or covenant of this Agreement by BSC other than the failure to pay Base Contribution when due, then and in such event the Authority shall have the right to give to BSC a written notice specifying such breach, and unless within thirty (30) days from and after the date such notice is so given BSC shall have commenced to remove or to cure such breach and shall be proceeding with reasonable diligence to completely remove or cure such breach, then the Authority shall have the full right at the Authority's election to take any of the remedies set forth in Section 17(c) of this Agreement.
- BSC, as provided in Sections 17(a) and 17(b) above, the Authority may declare BSC in default under this Agreement and enforce the performance of this Agreement and pursue any remedy in any manner provided and permitted by applicable law, or this Agreement, including specific performance, injunctive relief and the right to recover all accrued and unpaid sums due hereunder. In addition to all other available remedies in the event of a default hereunder by BSC, the Authority may in its discretion elect to terminate this Agreement. Upon the Authority electing to terminate this Agreement, this Agreement shall cease and come to an end as if that were the day originally fixed herein for the expiration of the Term hereof. All delinquent payments due hereunder shall build interest at a rate of twelve percent (12%) per annum. It is hereby agreed and acknowledged that, notwithstanding any default hereunder by BSC, for the initial Term hereof until the payoff of the Financing Documents and for any Renewal Term, the Authority shall not be entitled to recover any consequential or special damages as a result thereof, and the Authority hereby expressly waives any rights that it may have to recover any consequential or special damages from BSC as a result of a default hereunder by BSC. In addition, payment of any charges or impositions by BSC shall be made without prejudice to BSC's right to contest the lawfulness

thereof (including taxes, mechanic's lien claims, charges for the exercise by BSC of its development rights hereunder, and the like), and BSC's right to secure same by bond or other security reasonably acceptable to the Authority pending resolution of the claim.

Further, in the event of any default by BSC beyond the applicable grace period specified in subparagraph (a) above, the Authority may, at its option, but without any obligation to do so, perform any acts and pay such amounts as are necessary to cure such default by BSC, and BSC shall pay to the Authority the cost reasonably incurred in connection therewith within ten (10) days after BSC's receipt of an invoice therefore. If such amounts are not timely paid by BSC, the Authority shall have the right to offset such sums, together with interest at the rate of twelve percent (12%) per annum, from the date of the Authority's invoice to BSC, against any and all amounts payable by the Authority to BSC under this Agreement. Such rights of offset shall be in addition to any and all other rights which BSC may have under applicable law, in equity or under this Agreement.

Notwithstanding anything contained herein to the contrary, the Authority acknowledges and agrees that it shall have no right to accelerate the Club Seat Revenue and other monies due hereunder through the end of the Term, but instead, in the event of a default by BSC hereunder, the Authority shall only have the right to collect such amounts as and when they become due.

NFL Franchise to another city, county or state, or relocate to another stadium for exhibition of its home football games, or (except as provided in Section 7(b) hereof) exhibit any Buccaneers' NFL Games designated by the NFL as a home game of the Buccaneers at any other stadium prior to the full satisfaction of the debt obligations evidenced by the Financing Documents and the retirement thereof (or during any Renewal Term as described in Section 45(d)). The Authority shall have the right to obtain specific enforcement of the Partnership's obligation not to relocate its NFL Franchise to another city, county, or state, not to relocate to another stadium for the exhibition of its home football games, and not (except as otherwise provided herein) to exhibit Buccaneers' games designated by the NFL as home games at other facilities during the period in which the Financing Documents shall remain outstanding (or during any Renewal Term as described in Section 45(d)).

## 18. <u>DEFAULT OF AUTHORITY</u>.

(a) Defaults. In the event of any breach of any covenant of this Agreement by the Authority, then and in such event BSC shall have the right to execute and deliver to the Authority a written notice specifying such breach or the occurrence of such event, and unless within thirty (30) days from and after the date of delivery of such notice the Authority shall have commenced to remove or to cure such breach and shall be proceeding with reasonable diligence to completely remove or cure such breach or occurrence (provided such breach or occurrence must be cured within ninety (90) days after such notice if such breach or occurrence is reasonably curable within

said time period), then BSC shall have the full right at BSC's election to exercise any of the remedies set forth in Section 18(b) of this Agreement.

- (b) Remedies. Upon BSC becoming entitled to pursue BSC's remedies against the Authority, as provided in Section 18(a) above, BSC may enforce the performance of this Agreement and/or pursue any remedy in any manner, or exercise any remedy provided and permitted by applicable law, in equity or under this Agreement (including, but not limited to, the right of specific performance, damages, mandamus, injunction or the right to terminate this Agreement). Notwithstanding anything to the contrary contained herein, any monetary damages for which the Authority shall be liable hereunder shall be satisfied solely from any lawfully available funds. In the event of any default by the Authority beyond the applicable grace period specified in subparagraph (a) above, BSC may, at its option, but without any obligation to do so, perform any acts and pay such amounts as are necessary to cure such default by the Authority, and Authority shall pay to BSC the cost reasonably incurred in connection therewith within ten (10) days after the Authority's receipt of an invoice therefor. If such amounts are not timely paid by the Authority, BSC shall have the right to offset such sums, together with interest at the rate of twelve percent (12%) per annum, from the date of BSC's invoice to the Authority, against any and all amounts payable by BSC to the Authority under this Agreement. Such rights of offset shall be in addition to any and all other rights which BSC may have under applicable law, in equity or under this Agreement.
- 19. <u>SUBORDINATION OF LANDLORD'S LIEN</u>. The Authority hereby agrees that upon request of BSC, the Authority shall subordinate its landlord's lien to the lien of any lender who may finance BSC's acquisition of any furniture, equipment or other personal property to be located within the Team Space or elsewhere within the Stadium.

## 20. <u>ESTOPPEL CERTIFICATE</u>.

- (a) Team Certificate. BSC shall at any time and from time to time, within ten (10) days of its receipt of a written request from the Authority, execute, acknowledge, and deliver to the Authority a statement in writing certifying certain facts including, without limitation, (i) that this Agreement has not been amended and is in full force and effect (or, if amended, stating the nature of such amendment and certifying that this Agreement, as so amended, is in full force and effect), (ii) the dates to which the Base Contribution, and other rents or shared revenues, if any, have been paid in advance, (iii) acknowledging that there are not, to BSC's knowledge, any uncured defaults on the part of the Authority hereunder, and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of the Authority hereunder, or specifying such defaults, events, or conditions, if any are claimed, and (iv) such other information as may be reasonably required by the Authority.
- (b) <u>Authority Certificate</u>. The Authority shall at any time and from time to time, within ten (10) days of receipt of prior written notice from BSC, execute, acknowledge, and deliver to BSC a statement in writing

certifying certain facts including, without limitation, (i) that this Agreement has not been amended and is in full force and effect (or, if amended, stating the nature of such amendment and certifying that this Agreement, as so amended, is in full force and effect), (ii) the dates to which the Base Contribution, and other rents or shared revenues, if any, are paid in advance, (iii) acknowledging that there are not, to the Authority's knowledge, any uncured defaults on the part of BSC hereunder, and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of BSC hereunder, or specifying such defaults, events, or conditions, if any are claimed, and (iv) such other information as may be reasonably required by BSC or any prospective Sublessee or Leasehold Mortgagee. The Authority acknowledges that any statement delivered pursuant to the terms and conditions of this Section 20(b) may be relied upon by any prospective Leasehold Mortgagee or Sublessee.

- 21. OUIET ENJOYMENT. The Authority covenants that if, and so long as, BSC shall keep and perform each and every material covenant, agreement, term, provision and condition of this Agreement on the part and on behalf of BSC to be kept and performed, BSC shall peaceably and quietly enjoy its rights under this Agreement with respect to the Premises, as such rights are set forth in this Agreement, without hindrance or molestation by the Authority, or by any other person lawfully claiming the same by, through or under the Authority, subject to the covenants, agreements, terms, provisions and conditions of this Agreement.
- 22. NOTICE AND RELIEF UNDER FORCE MAJEURE. If, because of the occurrence of an event of Force Majeure Event, either the Authority or BSC are unable to carry out its obligations to the other party under this Agreement and if such party promptly gives to the other written notice of such Force Majeure Event, then the obligations of both parties under this Agreement shall be excused to the extent, but only to the extent, made necessary by such Force Majeure Event and only during its continuance, provided that the effect of such Force Majeure Event is eliminated insofar as possible with all reasonable dispatch. Except as provided in Section 5(a)(i)(C) hereof, neither party shall be liable to the other for any loss or damage of whatsoever kind or wheresoever situated caused by such Force Majeure Event.
- 23. <u>SHORT FORM LICENSE</u>. Upon the execution of this Agreement, the Authority and BSC shall enter into a Short Form License in form acceptable to the Authority and BSC in their reasonable discretion, which shall be recorded in the Public Records of Hillsborough County, Florida.
- 24. GRAPHICS AND COLOR SCHEMES. It is agreed by the parties that during the term of this Agreement and any renewal thereof the Stadium shall be known as the home of the Buccaneers. All graphics, signs, color schemes and the like, in and around the Stadium and on the Premises shall be chosen by BSC and shall be subject to the written consent of the Authority, which consent shall not be unreasonably withheld (provided, however, that the color scheme of the Buccaneers or the color scheme of any assignee of the Naming Rights shall be deemed acceptable by the Authority). The rights of BSC with regard to color schemes shall specifically include, but not be limited to, determining

the color of the seats to be located within the Stadium (provided, however, that as part of "down-sizing" the Stadium with regard to any Stadium Event other than a Buccaneers' NFL Game or Buccaneers' Event, the Authority may employ seat covers and other similar materials in colors selected by the Authority). Further, the Tampa Bay Buccaneers' logo and similar identifying insignia may, at BSC's election and expense, be prominently displayed within the Stadium in conspicuous locations. Working personnel at the Stadium, including ticket takers, ushers, food and beverage vendors, parking attendants and other personnel who are visible to the public and employed in the operation of the Stadium shall wear uniforms to be selected by BSC in its reasonable discretion. Notwithstanding anything contained herein to the contrary, in the event that BSC shall grant the Naming Rights to a third party or parties in accordance with the Terms of Section 6(e) hereof, at the election of BSC, certain graphics, signs, color schemes, etc., in and around the Stadium and on the Premises may be coordinated with the insignia and color schemes of such assignee or assignees of the Naming Rights or the brands or products of such assignee or assignees, and BSC shall also have the right to prominently display the logo of such assignee or assignees of the Naming Rights, or of any product or brand of such assignee, or assignees within the Stadium as described above. Further, the colors and logo of such assignee or assignees of the Naming Rights or any products or brands of such assignee or assignees can be displayed on the uniforms of working personnel at the Stadium where appropriate. The purpose of these provisions is to allow BSC to assign their rights with regard to the graphics, signs, and color schemes in and around the Stadium to any assignee or assignees of the Naming Rights. Nothing contained herein shall require the Authority to purchase new uniforms for personnel employed in the operation of the Stadium or to repaint the Stadium at times other than when the purchase of such new uniforms or the repainting of the Stadium shall be reasonably necessary; provided, however, that when the Authority purchases such uniforms or repaints the Stadium, it shall be bound by the terms and conditions of this Section 24.

- Agreement with regard to BSC shall be no less favorable, taken as a whole, than the terms and conditions of any agreement hereinafter made by the Authority with regard to the use of the Stadium by any other tenant, taken as a whole. In the event another such tenant shall be granted more favorable treatment than BSC as described in the preceding sentence, the Authority shall forthwith advise BSC of such fact and the parties hereto shall thereupon enter into an amendment to this Agreement so as to accord to Buccaneers equally favorable treatment.
- 26. PRESS BOX AND COMPLIMENTARY ADMISSIONS. During each Buccaneers' NFL Game, the Stadium press box shall be under the exclusive control of BSC, who shall be responsible for the issuance of all credentials for admission for each Buccaneers' NFL Game and Buccaneers Event. All complimentary admissions and field passes for each Buccaneers' Events and Buccaneers' NFL Game shall also be issued exclusively by BSC, and, except as otherwise provided herein, BSC shall have the sole and exclusive right to determine the recipients thereof.

- TELEVISION AND BROADCASTING. On the days when the Stadium is being used for the exhibition of Buccaneers' NFL Games, BSC shall have the exclusive right: (i) to broadcast, reproduce, transmit and disseminate by means of amplitude modulation, frequency modulation or by other radio, all or any part of such games; (ii) to televise, reproduce, transmit and disseminate by means of cable, wireless or any other means of broadcasting or transmitting televised events, whether by national or local network, Buccaneers' NFL Games played in the Stadium; and (iii) to broadcast, transmit, reproduce and disseminate by any other means, whether now existing or hereafter employed, Buccaneers' NFL Games played at the Stadium. BSC shall reimburse to the Authority all direct costs incurred by the Authority as part of the use by BSC of the production studio which is part of the Team Space. Further, BSC shall have the exclusive right to broadcast, reproduce, transmit and disseminate by any and all such means practices or scrimmages of the Buccaneers held at the Practice Area and any Buccaneers' Events other than Buccaneers' NFL Games held at the Stadium. The Authority expressly retains the right to impose a commercially reasonable park and power charge for broadcasting vehicles, trailers and other equipment at Buccaneers' NFL Games and all other Stadium Events.
- SURRENDER OF PREMISES. BSC shall, on or before the last day of the Term hereof or any renewal or extension of the original Term, or on the sooner termination hereof, peaceably and quietly leave, surrender and yield up unto the Authority the Premises including, but not limited to, all Improvements located thereon and all labor and materials incorporated therein and made a part thereof by or on behalf of BSC or its assignees or Sublessee as repair, replacement or maintenance. BSC shall be entitled to remove all personal property, trade fixtures, furniture and equipment including training equipment, office equipment, merchandise, and supplies and other personal property of BSC, any lessee, sublessee, licensee or concessionaire of BSC, or any other occupant of the Premises, provided that the Stadium and its related facilities are returned to the condition that they were in on the date that the first Buccaneers' NFL Game is played at the Stadium, excepting damage caused by ordinary wear and tear, obsolescence, fire or other casualty, acts of God, civil riot and commotion, any damage done by users of such Premises other than BSC or its sublicensees or invitees, or modifications approved by the Authority. All leasehold improvements to and personal property, fixtures, furniture and equipment located in and on the Premises which were paid for with Authority funds and which were not paid for with BSC funds shall be and remain the property of the Authority.
- 29. NO WAIVER. Failure of the Authority or BSC to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver of the future performance of any such provision, rule or option. The receipt by the Authority of Base Contribution or any other payments or shared revenues with knowledge of the breach of any provision of this Agreement shall not be deemed a waiver of such breach. No provision of this Agreement shall be deemed to have been waived unless such waiver is made in writing and signed by the Authority or BSC, as the case may be.

NOTICES. Any notice, demand, request or other instrument which may be given or required to be given 30. under this Agreement shall be delivered in person or sent by overnight courier (such as, by way of example but not limitation, U.S. Express Mail, Fed Ex or Purolator), or by United States Certified or Registered Mail, postage prepaid, and shall be addressed to either party at the address specified below. Any notice given hereunder shall be deemed delivered when received. Either party may designate such other address as shall be given by written notice.

To the Authority:

Tampa Sports Authority

4201 N. Dale Mabry Highway

Tampa, Florida 33607

Attention: Executive Director

To BSC:

Buccaneers Stadium Limited Partnership

One Buccaneer Place Tampa, Florida 33607

Attention: Executive Vice President

To County:

Hillsborough County

601 East Kennedy Boulevard

Tampa, Florida 33601

Attention: County Administrator

To City:

City of Tampa

City Hall

306 East Jackson Street Tampa, Florida 33602 Attention: Mayor

A copy of any notice sent to the Authority shall also be sent to the following:

Shackleford, Farrior, Stallings & Evans, P.A.

P. O. Box 3324

Tampa, Florida 33601

Attention: Donald A. Gifford, Esq.

A copy of any notice sent to BSC under this Agreement shall also be sent to the following:

Hill, Ward & Henderson, P.A. Suite 3700, Barnett Plaza 101 East Kennedy Boulevard

Tampa, Florida 33602

Attention: Andrew J. Lubrano, Esquire

and

Cooke & Miller 1776 Chase Square Rochester, New York 14604 Attention: Luther W. Miller, Esquire

- 31. <u>PARTIAL INVALIDITY</u>. If any provision of this Agreement or part thereof as to any person or circumstance shall, to any extent, be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the application of such provision to circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 32. PROVISIONS BINDING, ETC. Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement.
- ENTIRE AGREEMENT, ETC. This Agreement and the attachments hereto (Exhibits A through I) set 33. forth the entire agreement between the parties. Any prior conversations or writings are superseded herein and extinguished; provided, however, that notwithstanding anything contained herein to the contrary, the parties hereto agree that the Term Sheet by and between the Partnership, the Authority, the City, the County and the NFL, which was approved by the County on March 29, 1996, and approved by the City on April 1, 1996 (the "Term Sheet"), as amended by the First Amendment to Term Sheet dated July 10, 1996, and the Second Amendment to Term Sheet dated July 31, 1996, shall remain in full force and effect and the provisions thereof shall not be diminished in any way until all of the contingencies described therein (i.e., the satisfaction of all legal restrictions or contingencies to the imposition of a one-half cent local option sales and use tax to fund the obligations of the City, County and Authority hereunder, and enactment of the Second Amendment to the Existing Stadium Agreement as described in Section 40(a) hereof) shall be satisfied. Upon satisfaction of all of such contingencies described in the Term Sheet, the Term Sheet, including without limitation Section 8 thereof, shall be superseded by this Agreement and extinguished. Notwithstanding anything contained herein to the contrary, in the event that any of such contingencies described in the Term Sheet shall not be satisfied within the time period set forth therein, this Agreement shall be terminated and shall be of no further force or effect thereafter and all of the terms and conditions of the Term Sheet, including without limitation Section 8 thereof, shall remain in full force and effect. No subsequent amendment to this Agreement shall be binding upon the Authority, BSC, City or County unless reduced to writing and signed by the Authority, BSC, City or County. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Agreement.

- 34. NO PARTNERSHIP. Nothing contained in this Agreement shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-venturers, partners or tenants between the Authority, BSC, City and County; it being the express intention of the parties that they are and shall remain independent contractors both as to the other.
- RADON GAS DISCLOSURE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.
- 36. GOVERNING LAW. This Agreement shall be governed and enforced in accordance with the laws of the State of Florida.

### 37. CONSTRUCTION OF STADIUM.

- (a) Design Program Summary. As set forth in the Term Sheet, the Authority shall arrange for the design and construction of a 65,000 seat, expandable capacity football stadium in accordance with designs D-1 or E and the design program dated February 2, 1996, done heretofore by the Architect (all of which shall be referred to as the "Design Program Summary"). A copy of the Design Program Summary is attached hereto as Exhibit A and made a part hereof. This Design Program Summary includes approximately 11,200 Club Seats (design E) or 12,000 Club Seats (design D-1) and approximately 100 Luxury Suites, at an estimated cost of \$168,561,522.00. All Project costs including bonding, capitalized interest and other ancillary costs in addition to the Stadium cost shall be the responsibility of the Authority. If the ultimate cost of the Project is greater than the estimated cost of \$168,561,522.00, the parties agree that the Authority shall be responsible for all of the excess costs over and above this estimate; provided, however, that BSC shall be responsible for any excess which results from cost changes authorized in writing by BSC in accordance with Section 37(j) of this Agreement subsequent to the signing of this Agreement.
- depicting approximately forty percent (40%) of the design of the Stadium (the "Design Development Documents") to BSC for BSC's review and approval. The Design Development Documents shall be prepared in accordance with the approved Design Program Summary. BSC shall have five (5) business days to approve or reject, in writing, the proposed Design Development Documents furnished by the Authority. BSC's approval of the Design Development Documents shall not be unreasonably withheld. Should BSC fail to approve or reject the proposed Design Development Documents within the above-stated timeframe, the Design Development Documents furnished to BSC by the Authority shall be deemed approved. Should BSC reject the Design Development Documents Documents furnished to BSC shall state its reasons for such rejection, in writing, to the Authority within the five (5) business

day time frame set forth above. In the event BSC rejects the proposed Design Development Documents, the parties shall meet with the Architect and Construction Manager within two (2) business days of BSC's rejection to discuss those changes necessary for the submission of Design Development Documents that will be acceptable to BSC. Should BSC and the Authority fail to agree on acceptable changes to the proposed Design Development Documents, the dispute shall be referred to the Project Neutral for binding arbitration, which binding arbitration shall take place in Tampa, Florida within three (3) business days of either party's written demand and shall not last more than two (2) consecutive business days. In any binding arbitration conducted under this Section, the Project Neutral shall be required under its agreement with BSC and the Authority to render a final written decision within two (2) calendar days of the conclusion of the binding arbitration. Neither party can dismiss the Project Neutral from appointment hereunder without written consent from the other party. Should the Project Neutral be dismissed by mutual agreement of the parties, or should the Project Neutral resign this appointment, a new Project Neutral will be selected by mutual agreement of the parties. The Project Neutral's reasonable fees and costs associated with any binding arbitration shall be divided equally between BSC and the Authority. Once BSC has approved the Design Development Documents, or the Project Neutral has delivered a written decision resolving all disputes over the Design Development Documents, the Authority shall diligently pursue the preparation of the Final Plans and Specifications for the Stadium which shall be prepared in accordance with the approved Design Development Documents. To the extent BSC has approved a feature of construction in a bid package of Final Plans and Specifications issued prior to approval of Design Development Documents, BSC shall not have the right to object to such feature as part of the Design Development Documents.

Specifications to BSC for review and approval in a series of design packages. The proposed Final Plans and Specifications shall be based upon, and shall conform in all respects to, the approved Design Development Documents except for any modifications which have been approved in writing by BSC and the Authority. BSC shall have five (5) business days to approve or reject, in writing, each package of Final Plans and Specifications furnished by the Authority. BSC's approval of the Final Plans and Specifications shall not be unreasonably withheld. Should BSC fail to approve or reject the proposed Final Plans and Specifications within the above-stated timeframe, the Final Plans and Specifications furnished to BSC by the Authority shall be deemed approved. Should BSC reject a package of Final Plans and Specifications, BSC shall state its reason for such rejection, in writing, to the Authority within the five (5) business day time frame set forth above. In the event BSC rejects a package of Final Plans and Specifications, the parties shall meet with the Architect and Construction Manager within two (2) business days of BSC's rejection to discuss those changes necessary for the submission of a Final

Plans and Specifications package that will be acceptable to BSC. Should BSC and the Authority fail to agree on acceptable changes to the proposed Final Plans and Specifications, the dispute shall be referred to the Project Neutral for binding arbitration which arbitration shall take place in Tampa, Florida within three (3) business days of either party's written demand and shall not last more than two (2) consecutive business days. In any binding arbitration conducted under this Section, the Project Neutral shall be required under its agreement with BSC and the Authority to render a final written decision within two (2) calendar days of the conclusion of the binding arbitration. Neither party can dismiss the Project Neutral from appointment hereunder without written consent from the other party. Should the Project Neutral be dismissed by mutual agreement of the parties, or should the Project Neutral resign this appointment, a new Project Neutral will be selected by mutual agreement of the parties. The Project Neutral's reasonable fees and costs associated with any binding arbitration shall be divided equally between BSC and the Authority. Once BSC has approved the package of Final Plans and Specifications, or the Project Neutral has delivered a written decision resolving all disputes over the Final Plans and Specifications, the Authority shall commence construction of the Stadium in accordance with the approved package of Final Plans and Specifications. No construction work shall commence on the Stadium based on a package of Final Plans and Specifications that has not been approved in writing by BSC or approved by the Project Neutral as provided herein; provided, however, that construction can commence on those portions of a package which have not been disapproved by BSC or the Project Neutral. In the event of changes made by the Authority or BSC as provided by the terms of this Agreement, those changes shall also be incorporated into the Final Plans and Specifications.

participate in all weekly design and construction Meetings. During design and construction, BSC shall be allowed to participate in all weekly design and construction meetings with the Authority, the Architect and the Construction Manager. These meetings are presently scheduled for Monday of each week. In addition, the Authority shall give BSC three (3) business days advance written notice of all design and construction meetings in which the Authority will participate with the Architect and/or the Construction Manager on issues that materially impact (directly or indirectly) the revenue producing areas at the Stadium. However, in the event a design or construction meeting of this nature is scheduled to occur in less than three (3) business days, BSC shall receive immediate written notice from the Authority of any such meeting (provided that, unless waived in writing by BSC, BSC shall receive at least twenty-four (24) hours advance written notice). Further, with respect to all other design and construction meetings, the Authority shall make a good faith effort to contact BSC and advise BSC of the date and time of the scheduled meeting. Also, the Authority shall provide BSC with copies of all correspondence between the Authority and the Architect and the Authority and the Construction Manager (within twenty-four (24) hours of the Authority's receipt or generation), and all available "in-progress" drawings, specifications and other documents relating to the Stadium. BSC shall be allowed to participate fully in all design and construction

meetings as set forth herein. BSC shall also receive from the Authority timely minutes of all design and construction meetings.

- ce) Authority's Covenant. The Authority shall, at its sole cost and expense or as the Authority may otherwise arrange with the City and County, develop, design and construct all of the Stadium improvements in accordance with the Design Development Documents and the Final Plans and Specifications to be approved by BSC pursuant to Section 37(b) and Section 37(c). The Authority shall furnish efficient business administration of all design and construction services as set forth herein and shall manage the completion of the Stadium in accordance with the terms of this Agreement. It is the intent of the Authority to insure that the improvements to the Stadium will maintain their structural integrity, be built in compliance with all applicable law, regulations and building codes, and in compliance with the approved Design Program Summary, Design Development Documents and Final Plans and Specifications. So long as BSC's suggested changes in the Stadium, under the terms set forth in this Agreement, do not increase the cost and/or maintenance of the Stadium, or delay the Substantial Completion Date, it is not the intent of the Authority to interfere or otherwise hinder the sole review and approval rights of BSC over those items which are (i) typically characterized as aesthetic or cosmetic in nature and (ii) involve the Press Box, Locker Rooms, Team Space, Club Lounge and Luxury Suites. Nothing set forth in this Section shall limit in any way the rights of BSC under Section 24 of this Agreement.
- Architect or Construction Manager without the approval of BSC which approval shall not be unreasonably withheld. All change orders and amendments to the Authority's contract with Construction Manager must be reviewed and approved in writing by BSC prior to execution by the Authority which approval shall not be unreasonably withheld; provided that the change order or amendment relates to a change in the approved Design Program Summary, Design Development Documents or Final Plans and Specifications. However, the mere fact that BSC has approval rights over certain change orders shall in no way make BSC responsible for paying any costs associated with such change orders unless expressly authorized in writing by BSC in accordance with Section 37(j). In addition, the Authority shall not enter into any Stadium Contracts without first consulting with BSC on its input and comments. However, nothing herein shall give BSC veto rights over the Authority's selection of entities for the performance of Stadium Contracts or the Stadium Contracts themselves.
- (g) Changes by the Authority. If during the course of construction it shall appear necessary or desirable for the Authority to deviate in substance from the approved Final Plans and Specifications, the Authority shall notify BSC in writing fully explaining the nature and desirability or necessity for such deviation. BSC shall have five (5) business days to approve or reject, in writing, any proposed change by the Authority.

Should BSC fail to approve or reject the proposed change in the approved Final Plans and Specifications within the above stated timeframe, the proposed changes furnished to BSC by the Authority shall be deemed approved. Should BSC reject the proposed change to the Final Plans and Specifications, BSC shall state its reasons for such rejection, in writing, to the Authority within the five (5) business day time frame set forth above. In the event BSC rejects the proposed change in the Final Plans and Specifications, the parties shall meet with the Architect and Construction Manager within two (2) business days of BSC's rejection to discuss the proposed change. Should BSC and the Authority fail to agree on acceptable changes to the previously approved Final Plans and Specifications, the dispute shall be referred to the Project Neutral for binding arbitration, which arbitration shall take place in Tampa, Florida within three (3) business days of either party's written demand and shall not last more than two (2) consecutive business days. In any binding arbitration conducted under this Section, the Project Neutral shall be required under its agreement with BSC and the Authority to render a final written decision within two (2) calendar days of the conclusion of the binding arbitration. Neither party can dismiss the Project Neutral from appointment hereunder without written consent from the other party. Should the Project Neutral be dismissed by mutual agreement of the parties, or should the Project Neutral resign this appointment, a new Project Neutral will be selected by mutual agreement of the parties. The Project Neutral's reasonable fees and costs associated with any binding arbitration shall be divided equally between BSC and the Authority. No change in substance shall be made to the approved Final Plans and Specifications without the prior written consent of BSC or binding decision of the Project Neutral. BSC shall receive timely notice from the Authority of all other changes which deviate in any manner from the approved Final Plans and Specifications. The Authority shall bear the cost of all changes to the Final Plans and Specifications made at its request or at the request of persons other than BSC.

(h) Indispensable Changes. The Authority shall bear the cost of changes to the Design Development Documents and Final Plans and Specifications to the extent the changes are indispensable to the proper function of the Stadium. In determining the indispensability of a change, the parties shall take into consideration such factors including, but not limited to, safety and compliance with laws, and such change shall be consistent with the quality or grade established in the Design Program Summary. Should BSC and the Authority be unable to resolve any dispute relating to this Section, the dispute shall be referred to the Project Neutral for binding arbitration, which binding arbitration shall take place in Tampa, Florida within three (3) business days of either party's written demand and shall not last more than two (2) consecutive business days. In any binding arbitration conducted under this Section, the Project Neutral shall be required under its agreement with BSC and the Authority to render a final written decision within two (2) calendar days of the conclusion of

the binding arbitration. Neither party can dismiss the Project Neutral from appointment hereunder without written consent from the other party. Should the Project Neutral be dismissed by mutual agreement of the parties or should the Project Neutral resign this appointment, a new Project Neutral will be selected by mutual agreement of the parties. The Project Neutral's reasonable fees and costs associated with any binding arbitration shall be divided equally between BSC and the Authority.

- (i) No Cost Changes by BSC. BSC may request alterations or changes to the Stadium, and the Authority shall consent in writing and within a reasonable time frame to all changes, that do not result in (i) an increase in the cost of the Stadium to be incurred by the Authority, (ii) a delay in the Substantial Completion Date, (iii) an increase in the cost of operating and maintaining the Stadium or (iv) a material, adverse effect on the staging of Stadium Events. Should BSC and the Authority be unable to resolve any dispute relating to this Section, the dispute shall be referred to the Project Neutral for binding arbitration, which binding arbitration shall take place in Tampa, Florida within three (3) business days of either party's written demand and shall not last more than two (2) consecutive business days. In any binding arbitration conducted under this Section, the Project Neutral shall be required under its agreement with BSC and the Authority to render a final written decision within two (2) calendar days of the conclusion of the binding arbitration. Neither party can dismiss the Project Neutral from appointment hereunder without written consent from the other party. Should the Project Neutral be dismissed by mutual agreement of the parties or should the Project Neutral's reasonable fees and costs associated with any binding arbitration shall be divided equally between BSC and the Authority.
- as "cost changes" under this Section and which are not indispensable to the proper function of the Stadium as set forth in Section 37(h) above. To the extent BSC desires a change or alteration that is not indispensable to the proper function of the Stadium, BSC shall notify the Authority in writing of the requested change and the Authority shall provide BSC with a "not-to-exceed" amount of the increase in the cost of the Stadium (which may include contingencies as necessary) and change in the Substantial Completion Date, if any, within five (5) business days. BSC shall then have three (3) business days to either authorize the change in writing to the Authority or to forego the change. If BSC elects to authorize the change in writing, BSC shall only be responsible for paying the Authority up to the "not-to-exceed" amount authorized in writing by BSC, and the Authority shall pay for all cost overruns relating to the change which are in excess of the "not-to-exceed" amount. To the extent that BSC shall authorize a cost change in writing and shall correspondingly authorize an additional change in writing which results in a decrease in the cost of the entire Project, BSC shall only be responsible for the net

increase in the cost of the Project resulting from such changes which it authorizes in writing; provided, however, that nothing in this sentence is intended to give rights to BSC not otherwise contained herein with regard to the design of the Stadium. In the event BSC authorizes a cost change in writing hereunder, the total cost thereof shall be deposited in escrow with the Authority before the Authority is required to proceed with the work. No changes whatsoever shall be paid for by BSC based upon any oral authorizations. The reasonable costs of the Architect and Construction Manager, associated with developing the first three proposed changes that BSC elects to forego, shall be paid by the Authority. Thereafter, the reasonable costs of the Architect and Construction Manager, associated with developing proposed changes that BSC elects to forego, shall be paid by BSC. Except as specifically provided in this Section, BSC shall have no responsibility to pay any costs of the Stadium and the Authority shall be responsible for all cost overruns whatsoever relating to the Stadium. Should BSC and the Authority fail to agree on the change in the Substantial Completion Date associated with a proposed change by BSC under this Section, if any, the dispute shall be referred to the Project Neutral for binding arbitration, which arbitration shall take place in Tampa, Florida within three (3) business days of either party's written demand and shall not last more than two (2) consecutive business days. In any binding arbitration conducted under this Section, the Project Neutral shall be required under its agreement with BSC and the Authority to render a final written decision within two (2) calendar days of the conclusion of the binding arbitration. Neither party can dismiss the Project Neutral from appointment hereunder without written consent from the other party. Should the Project Neutral be dismissed by mutual agreement of the parties, or should the Project Neutral resign this appointment, a new Project Neutral will be selected by mutual agreement of the parties. The Project Neutral's reasonable fees and costs associated with any binding arbitration shall be divided equally between BSC and the Authority.

(k) Substantial Completion. As a material inducement to BSC to enter into this Agreement, the Authority has agreed to and the Authority shall cause construction of the Stadium to reach Substantial Completion no later than the start of the NFL 1998 regular season, (the "Substantial Completion Date"). "Substantial Completion" under this Agreement shall mean that (a) certificates of occupancy have been issued by all governmental agencies having jurisdiction over the Stadium, and (b) BSC, without interruption, can play and broadcast by radio, television, cable or otherwise, NFL football games at the Stadium and allow the public to attend and observe the games with the beneficial use of all amenities and features set forth in the Final Plans and Specifications including, without limitation, all Luxury Suites, Club Seats and the Club Lounge. The Authority acknowledges that it will be hosting certain events at the Existing Stadium and its surrounding site including, among other events, Buccaneer NFL football games, soccer matches and concerts. The Authority

acknowledges that all normal activity associated with these events, including without limitation pedestrian and vehicular traffic, shall not entitle the Authority to any additional compensation from BSC or any extension to the Substantial Completion Date.

- When the Authority advises BSC that the Stadium has reached Substantial **(l)** Punchlist. Completion, BSC shall be notified of and allowed to participate in all completion reviews, punchlist preparation, systems testing, and similar inspections. In addition, BSC shall be given at least two (2) sets of complete architectural and engineering as-built drawings. The Authority shall begin work on the punchlist immediately and shall complete (and require Construction Manager under its contract to complete) without expense to BSC, all of the punchlist items that materially impair the operation of the revenue producing areas of the Stadium, within thirty (30) calendar days of the Substantial Completion Date. The Authority shall begin work on all other punchlist items with reasonable promptness and shall complete (and require Construction Manager under its contract to complete), without expense to BSC, all other punchlist items, within one hundred eighty (180) calendar days of the Substantial Completion Date. Should a dispute arise between BSC and the Authority regarding the punchlist, the dispute shall be referred to the Project Neutral for binding arbitration which arbitration shall take place in Tampa, Florida within three (3) business days of either party's written demand and shall not last more than two (2) consecutive business days. In any binding arbitration conducted under this Section, the Project Neutral shall be required under its agreement with BSC and the Authority to render a final written decision within two (2) calendar days of the conclusion of the binding arbitration. Neither party can dismiss the Project Neutral from appointment hereunder without written consent from the other party. Should the Project Neutral be dismissed by mutual agreement of the parties, or should the Project Neutral resign this appointment, a new Project Neutral will be selected by mutual agreement of the parties. The Project Neutral's reasonable fees and costs associated with any binding arbitration shall be divided equally between BSC and the Authority.
- (m) Final Acceptance. When the Architect certifies in writing to the Authority that all punchlist work is finished and the Stadium has been completed in accordance with the Final Plans and Specifications, the Authority shall immediately notify BSC in writing thereof whereupon, within fifteen (15) business days thereafter, representatives of BSC and the Authority shall jointly inspect the Stadium. If BSC finds that the Stadium has been constructed in accordance with the Final Plans and Specifications and this Agreement, BSC shall approve the construction and shall notify the Authority of such approval. If BSC does not approve the construction, BSC shall notify the Authority in writing of each of the reasons or punchlist items which have not been constructed in accordance with Final Plans and Specifications and the terms of this Agreement. Thereafter,

the Authority shall rectify any such non-compliance to the satisfaction of BSC within sixty (60) calendar days. Should the Authority fail to complete all punchlist items or correct non-conforming work within the time frames set forth in this Section, BSC shall have the right, at its sole discretion, to complete the punchlist and any other non-conforming work and deduct all such costs from the Base Contribution payable under this Agreement.

- (n) Builder's Risk and Other Construction Insurance. Beginning prior to commencement of construction, and until final completion of the Stadium, the Authority shall purchase and continuously maintain (or shall require the Construction Manager to purchase and continuously maintain) builder's risk insurance on a completed value basis. A certified, true copy of such insurance policy shall be delivered to BSC prior to the commencement of construction. The Authority shall also require the Construction Manager and all other Authority contractors to include BSC and its general partner as additional insureds under their commercial general liability policies.
- (o) Additional Team Rights During Design and Construction. Notwithstanding anything to the contrary set forth herein, and subject to Team Delay as set forth herein, BSC reserves the absolute and continuing right to inspect all aspects of the Stadium including, but not limited to, the right to prior consultation, to the extent allowable by law, concerning the selection of any design professional or construction manager that the Authority may choose to hire upon termination of the current Architect or Construction Manager. BSC shall have the absolute and continuing right to receive timely information on all aspects of the Stadium design and construction, to participate as provided herein in decisions relating to the design and construction of the Stadium and to review and approve all aspects of the Stadium's design and construction in accordance with terms of this Agreement. The Authority grants to BSC full and unlimited access to the Stadium site at all reasonable times to enable BSC to fully exercise its rights hereunder. Each party shall promptly report to the other party any defect in such construction, or any deviation in the construction from the Final Plans and Specifications that the party observes.
- (p) Demolition of Existing Stadium. As part of the Project, the Authority shall also be required to demolish the Existing Stadium, to remove all of the debris resulting from the demolition of the Existing Stadium off of the Premises, and to grade the site of the Existing Stadium so that it may be used by BSC pursuant to the terms and conditions hereof. BSC and the Authority shall mutually agree as to the time when the Existing Stadium shall be demolished; provided, however, that the Existing Stadium shall be demolished, the debris therefrom removed from the Premises, and the site of the Existing Stadium sufficiently graded prior to the exhibition of the first Buccaneers' NFL Game at the Stadium during the 1999 NFL Season (unless Buccaneers' NFL Game must be exhibited therein during the 1999 NFL Season).

- (q) <u>Binding Arbitration</u>. The procedures for binding arbitration of specific issues under this Agreement shall be governed by the terms of this Agreement and the format set by the Project Neutral. Such proceedings shall not be subject to Chapter 682, <u>Florida Statutes</u>.
- (r) Flow Down. Nothing set forth in this Section shall preclude the Authority from requiring the Architect and/or Construction Manager to participate in the binding arbitrations conducted by the Project Neutral and to be bound by the Project Neutral's decisions.
- 38. ATTORNEYS' FEES. In the event that the parties hereto shall resort to litigation in order to resolve any dispute or enforce any rights under this Agreement, each party shall bear its own costs and fees, including, but not limited to, attorneys' fees, paralegals' fees, expert witness fees and consultant fees as part of such litigation and any appeal thereof, at no cost or expense to the other party.
- 39. APPROVAL BY CITY AND COUNTY. This Agreement shall not be effective until the approval thereof by the City and County. The City and County are entering into this Agreement in order to evidence their approval hereof as required by the Enabling Act and for the purposes set forth herein.

## 40. EXISTING STADIUM AGREEMENT.

- (a) Modification of Existing Stadium Agreement. This Agreement shall be contingent upon BSC and the Authority entering into an amendment to the Existing Stadium Agreement in the form of that certain Second Amendment to Tampa Stadium Agreement (the "Second Amendment") on or before September 10, 1996, in accordance with the terms and conditions of the Term Sheet. In the event BSC and the Authority shall fail to enter such an amendment to the Existing Stadium Agreement, this Agreement shall become null and void and shall be of no further force or effect.
- (b) Relationship with Existing Stadium Agreement. The parties hereto acknowledge that, until the completion of the Project and the expiration of the Existing Stadium Agreement (as amended by the Second Amendment) in accordance with its terms, the Premises shall be simultaneously encumbered by the Existing Stadium Agreement and by this Agreement. During such period, BSC's use and enjoyment of the Existing Stadium shall be governed by the terms and conditions of the Existing Stadium Agreement.
- 41. <u>TIME OF THE ESSENCE</u>. The Authority and BSC agree that time is of the essence with respect to performance by each under this Agreement.

## 42. REPRESENTATIONS, WARRANTIES AND SPECIAL COVENANTS.

(a) Representations, Warranties and Special Covenants of Authority. The Authority hereby represents, warrants and covenants as follows:

- (i) The Authority is a public agency politic and corporate duly organized under the provisions of the Enabling Act, validity existing and in good standing under the laws of the state of Florida and its adopted and currently effective articles of incorporation. The Authority shall deliver to BSC, together with this Agreement, copies of (A) the Enabling Act, and (B) the resolution of the Authority authorizing the Authority to enter into this Agreement, all certified to be true and correct by the Chairman of the Authority.
- (ii) The Authority has all requisite power and authority to own its property and the Premises, operate its business, enter into this Agreement and consummate the transactions herein contemplated, and by proper action in accordance with all applicable law has duly authorized the execution and delivery of this Agreement and the consummation of the transactions herein contemplated.
- (iii) This Agreement is a valid obligation of the Authority and is binding upon the Authority in accordance with its terms. The execution and delivery by the Authority of this Agreement, the consummation by the Authority of the transactions contemplated hereby, and the exercise by BSC of any rights granted to BSC under this Agreement, will not result in a breach of any of the terms or provisions of, or constitute a default or a condition which upon notice or lapse of time or both would ripen into a default under the Enabling Act, the articles of incorporation or bylaws of the Authority, or under any resolution, indenture, agreement, instrument or obligation to which the Authority is a party or by which the Premises or any portion thereof is bound; and does not, to the knowledge of the Authority, constitute a violation of any order, rule or regulation applicable to the Authority or to any portion of the Premises of any court or of any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over the Authority or any portion of the Premises.
- (iv) No permission, approval or consent by third parties or any other governmental authorities is required in order for the Authority to enter into this Agreement and make the agreements herein contained, other than the consent of the City and the County which have been obtained.
  - (v) [INTENTIONALLY DELETED]
- (vi) The Authority has no knowledge of, and has not received any notice of any condemnation actions or tax assessments of any nature which are pending or being contemplated with respect to the Premises, or any portion thereof.
- (vii) The Authority has not received any notice of any violation of any ordinance, regulation, law or statute of any governmental agency pertaining to the Premises or any portion thereof. Further, the Authority has no knowledge of any other facts, restrictions, limitations, inadequacies, or other

circumstances existing as of the date hereof which will adversely impact, or may adversely impact at any time in the future, BSC's contemplated use of the Premises as described hereby.

- (viii) The Authority has good and sufficient title to the Premises, free and clear of all covenants, restrictions, conditions, leases, liens, security interests, and other encumbrances of any kind except for those listed on Exhibit I attached hereto and made a part hereof. To the knowledge of the Authority, there are no actions pending or other circumstances existing which could give rise to any lien or other encumbrance being filed against the Premises. The Premises have access to and from publicly dedicated streets and roads, including, without limitation, Dale Mabry Highway, Martin Luther King, Jr. Boulevard, Himes Avenue, and Tampa Bay Drive, and the Authority has no knowledge of any fact or condition which will result in the termination or impairment of such access.
- (ix) BSC's right to possession of the Premises pursuant to the terms and conditions of this Agreement cannot be extinguished, diminished, or adversely affected in any way by reason of a default by the Authority under any agreement which the Authority may have with the City or the County or any other third party, or by reason of any remedy taken by the City or the County or any other third party as a result of any defaults by the Authority under any such agreement.
- (x) The Authority shall have no right to increase the Base Contribution or, except as otherwise provided herein, to require any other payments to be made by BSC to the Authority in order to satisfy the obligations arising under the Financing Documents.
- (xi) To the extent that the State of Florida, the City, County or Authority shall enact any law that results in an increase in the costs of any Admission Tickets or Luxury Suite, whether in the form of an additional surcharge, tax, or otherwise, and such surcharge, tax or other charge shall apply solely to facilities located solely on Authority property, the Authority and not BSC shall be responsible for the payment of such surcharge, tax or other charge.
- (xii) The Authority represents and warrants that, as of the date hereof, (A) to the knowledge of the Authority, the Premises is in compliance with all Hazardous Materials Laws; (B) the Authority is not aware of any past or present leak, spill, release, discharge, omission or disposal of Hazardous Materials on the Premises and the soil and groundwater on, under or surrounding the Premises is free of such Hazardous Materials; and (C) the Authority has not received any warning notices, notice of violation, administrative complaints, judicial complaints or other formal or informal notices from any environmental or governmental agency alleging that conditions on the Premises are in violation of any Hazardous Materials laws.

To the fullest extent permitted by applicable law, the Authority shall unconditionally (xiii) indemnify, defend, and hold BSC, its partners, directors, agents, lenders, and assigns harmless from and against any (i) loss, liability, damage, expense or claim arising from the imposition or recording of a lien, the performance of required repairs, clean up or detoxification and removal of any hazardous or toxic waste, materials, or substances of any kind, including, but not limited to, petroleum and petroleum products and asbestos (the "Hazardous Materials") regulated under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and all other environmental statutes, ordinances and regulations regarding Hazardous Materials (the "Hazardous Materials Laws"), arising from the presence of any Hazardous Materials in, on, under or about the Premises on the date hereof, or as a result of any Hazardous Materials being released onto the Premises after the date hereof by any party other than BSC or any Sublessee and any liability to any third party in connection with any violation of a Hazardous Material Law, and (ii) other loss, liability, damage, expense or claim which may be incurred by or asserted against BSC directly or indirectly resulting from the presence of any Hazardous Materials on or under the Premises, or the discharge, emission or release of any Hazardous Materials into or upon the land, atmosphere, or any watercourse, body of surface or subsurface water or wetland, arising from the installation, use, generation, manufacture, treatment, handling, refining, production, processing, storage, removal, clean up or disposal of any Hazardous Material on the Premises by the Authority, its contractors, subcontractors, agents, employees, licensees, invitees, successors, assigns, or any other party directed by or acting on behalf of the Authority, which has occurred at any time before or may occur at any time hereafter.

The Authority shall pay when due any judgments or claims for damages, penalties or otherwise against BSC, and shall assume the burden and expense of defending all suits, administrative proceedings and resolutions of any description with all persons, political subdivisions or government agencies arising out of any occurrence set forth in this Subsection (xiii). In the event that such payment is not made by the Authority, BSC, at its sole discretion, may proceed to file suit against the Authority to compel such payment.

The obligations of the Authority under this Subsection (xiii) shall survive termination of this Agreement.

Notwithstanding anything contained herein to the contrary, if BSC hereafter leases any portion of the Premises under a Development Lease, BSC shall be deemed to have waived its right to indemnification under this Section 42(a)(xiii) with regard to any portion of the Premises so leased by

BSC under a Development Lease, and the indemnity set forth in this Section 42(a)(xiii) does not extend to any laws, liability, damage or other claim arising from the discovery of hazardous materials at any location in, on or under any portion of the Premises held by BSC under a Development Lease.

(xiv) The Authority has no knowledge of any adverse site conditions or other similar conditions with regard to the Premises which would adversely impact, either from a cost standpoint or from a timing standpoint, the construction of the Project.

## (b) Representations, Warranties and Special Covenants of BSC.

- (i) BSC is a limited partnership duly organized under the laws of the State of Delaware, validly existing and in good standing under the laws of the State of Delaware, legally authorized to do business in the State of Florida.
- (ii) The Partnership is a limited partnership duly organized under the laws of the State of Delaware, validly existing in good standing under the laws of the State of Delaware, legally authorized to do business in the State of Florida.
- (iii) BSC has all requisite power and authority to own its property, operate its business, enter into this Agreement and consummate the transactions herein contemplated, and by proper action has duly authorized the execution and delivery of this Agreement and the consummation of the transactions herein contemplated. The partnership has all requisite power and authority to enter into the Guaranty and consummate the transactions therein contemplated, and by proper action has duly authorized the execution and delivery of the Guaranty and the consummation of the transactions therein contemplated.
- (iv) This Agreement is a valid obligation of BSC and is binding upon BSC in accordance with its terms.
- (v) The execution by BSC of this Agreement and the consummation by BSC of the transactions contemplated hereby will not result in a breach of any of the terms or provisions of, or constitute a default or condition which upon notice or lapse of time or both would ripen into default under the partnership agreement of BSC, or under any indenture, agreement, instrument or obligation to which BSC is a party or is bound.
- (vi) No other permission, approval or consent by third parties or any other governmental authorities is required in order for BSC to enter into this Agreement or consummate the transactions herein contemplated, other than those which have been obtained.

- (vii) The Partnership owns the NFL franchise for the operation of the Buccaneers. BSC shall not allow the Partnership to have its NFL Franchise revoked or suspended during the term of this Agreement.
- (c) Limitation on Zoning Change. The Authority shall not initiate or request any future rezoning of the Premises or any change, modification, restatement or amendment of any development of regional impact development orders (the "Development Order Approvals"), zoning or land use classification or other development rights to which the Premises may be subject, without the prior written consent of BSC which consent may be given or withheld by BSC in BSC's sole discretion. The Authority agrees that it shall fully and continually use its best and diligent efforts to cooperate with BSC throughout the term of this Agreement in the event BSC should initiate or request any change, modification, restatement or amendment to any zoning or land use classification, development order or development rights, other governmental approvals reasonably necessary or desirable in connection with BSC's utilization and development of the Premises.
- 43. OTHER AGREEMENTS. BSC shall have the right to enter into a back-up agreement allowing for the relocation by BSC of their NFL franchise (the "Back-up Agreement") at any time prior to September 5, 1996. Any such Back-up Agreement shall provide that it may become fully effective and binding upon BSC without any further action on the part of BSC if all legal requirements or contingencies to the imposition of a half cent local option sales tax by the City, County or Authority, in order to fund the obligations of the Authority hereunder, have not been fully implemented on or before September 5, 1996, or the Second Amendment to the Existing Stadium Agreement is not completed within the timeframe contemplated by the Term Sheet. In the event that BSC shall relocate their NFL franchise, they shall have the right to use any architectural plans and specifications and other design documents which have been prepared by or for the benefit of the Authority as part of the design and construction by BSC of a new stadium pursuant to the Back-up Agreement at no cost to BSC. Upon execution of a Back-up Agreement, BSC shall give written notice thereof to the Authority, the City and the County.
- 44. <u>NO THIRD PARTY BENEFICIARIES</u>. The Authority, the City, the County and BSC hereby acknowledge and agree that there are no third party beneficiaries under this Agreement.
- 45. RENEWAL TERM. BSC shall have the right, to be exercised as hereinafter provided, to extend the term of this Lease for four (4) extension periods of five (5) years each, such 5-year periods being sometimes hereinafter referred to individually as a "Renewal Term" and collectively as the "Renewal Terms," upon the following terms and conditions and subject to the limitations hereinafter set forth.

- (a) At the commencement of each Renewal Term, this Agreement shall be in full force and effect and BSC shall not be in default in the performance of any of the terms, covenants and conditions herein contained which have not been remedied within the applicable cure period provided herein.
- (b) Except as in this Agreement otherwise specifically provided, each Renewal Term shall be upon the same terms, covenants and conditions contained herein, except that the amount payable by BSC annually as the Club Seat Revenue hereunder shall be \$7,000,000.00.
- (c) BSC shall exercise its right to extend the term of this Lease for the initial Renewal Term by notifying the Authority, in writing, of its election to exercise the right to renew and extend the term of this Lease for the initial Renewal Term on or before January 31, 2027. After the renewal of the term hereof by BSC for the initial Renewal Term, the term of this Agreement shall automatically be extended for each subsequent 5-year Renewal Term unless BSC shall provide written notice to the Authority, at least one hundred eighty (180) days prior to the last day of the proceeding Renewal Term, of BSC's election not to extend the term of this Lease for the next succeeding 5-year Renewal Term (at which time the Term of this Agreement shall expire).
- (d) During any Renewal Term, the Authority shall have the right to specifically enforce BSC's obligation to require the Partnership to exhibit Buccaneers home games at the Stadium pursuant to the terms of Section 17(d) hereof, for the entire term of the applicable Renewal Term.
- (e) There shall be no further or additional right to renew this Agreement other than as is herein set forth. Any termination of this Agreement shall terminate any later right of renewal hereunder.

### 46. <u>SALE OF HCAA PARCEL</u>.

(a) BSC acknowledges that the Authority contemplates the sale of the HCAA Parcel to the HCAA in order to raise additional revenue for the construction of the Stadium. The Authority hereby agrees that, as part of any sale of the HCAA parcel to the HCAA, the Authority shall retain the right, pursuant to a license agreement by and between the Authority and the HCAA, (in form and substance reasonably acceptable to the Buccaneers), to use the HCAA Parcel for parking with regard to any Stadium Event. Additionally, the Authority acknowledges and agrees that BSC presently has the right to use and enjoy certain advertising billboards presently located on the HCAA Parcel, and, as part of the agreement with the HCAA, BSC shall continue to have the right to use and enjoy such billboards, and to obtain rentals from advertisers as part of the use thereof, unless such billboards must be removed at some point in the future pursuant to federal regulations or other federal or state law. BSC shall have the right to provide descriptive names for the parking sections located on the HCAA Parcel, to place such descriptive names on the existing signage on the HCAA Parcel or comparable signage which may replace the existing signage, and erect reasonably acceptable temporary signage for Stadium Events with regard to the use of the HCAA Parcel as part of the Parking Facility. The HCAA Parcel shall be

deemed to be part of the "Parking Facility" for the purposes of this Agreement and BSC shall have the right to use the HCAA Parcel for parking pursuant to the terms and conditions of this Agreement and the other purposes described herein.

(b) The parties hereto acknowledge that the Federal Aviation Administration ("FAA") may have the right, at some point during the Term of this Agreement, to prevent a portion of the HCAA Parcel from being used as a parking area for motor vehicles. In such event, the Authority shall have six (6) months from receipt of written notice that the FAA will prevent the parking of motor vehicles on a portion of the HCAA Parcel in which to make available under the terms of this Agreement, as part of the Parking Facility, the number of parking spaces to be lost within the HCAA Parcel, and such parking spaces must be located no further away from the Stadium than the parking spaces to be lost on the HCAA Parcel. In the event that the Authority shall mitigate the loss of the parking spaces on the HCAA Parcel as described above, all new parking areas made available by the Authority shall be deemed to be part of the "Parking Facility" for the purposes of this Agreement. In the event that the Authority shall be unable to mitigate the loss of the parking spaces on the HCAA Parcel as described above, the parties hereto agree that the "cap" on the amount of Revenues from Stadium Events other than Buccaneers' NFL Games and Buccaneers' Events to be paid to BSC in accordance with the terms hereof shall be increased annually by an amount calculated as follows (the "Cap Increase"):

 $N \times C \times S = Cap Increase$ 

Where,

N = the number of parking spaces lost, and

C = then-current (as of the calculation of the Cap Increase for the applicable Lease Year) average charge for parking a car on the HCAA Parcel for Stadium Events

S = fourteen (14)

Upon any increases in the parking charge for spaces on the HCAA Parcel, the Cap Increase shall be recalculated. In the event that the Authority shall, at some point thereafter, successfully mitigate the loss of the parking spaces on the HCAA Parcel by providing additional spaces as provided above, so that the number of spaces made available within the parking facility is once again equal to or greater than 9,900 car-equivalent spaces, the Cap Increase shall no longer be effective and the cap on the amount of Revenues to be paid solely to BSC pursuant to the terms of Section 10 hereof shall once again be \$2,000,000.00.

Upon the sale of the HCAA Parcel or any portion thereof as contemplated hereby, the portion of the HCAA Parcel sold by the Authority shall no longer be deemed to be part of the "Premises" for the purposes hereof, provided that any such portion of the HCAA Parcel which may be sold by the Authority as provided herein shall continue to be subject to the terms of this Agreement regarding BCS's use of the HCAA Parcel.

- 47. <u>SCHEDULING AGREEMENT OF NFL</u>. The NFL hereby agrees that, to maximize the time available for construction of the Stadium, the NFL shall schedule road games for the Buccaneers for the first two (2) weeks, and if possible, the first three (3) weeks, of the 1998 NFL regular season.
- A8. REIMBURSEMENT OF FEES. The parties hereto agree that, upon the issuance of the Financing Documents, BSC shall be reimbursed for the costs and expenses incurred by BSC with regard to any architectural fees which have been paid by BSC with regard to the Architect's design work pursuant to the Term Sheet. In addition, BSC shall be reimbursed for any costs and expenses which BSC may be required by the Authority to incur in furtherance of the sale of the Financing Documents, including, but not limited to, any costs and professional fees incurred with regard to the issuance of a legal opinion. Prior to the issuance of the Financing Documents, BSC shall provide to the Authority a list of such costs and expenses which have been incurred by BSC with regard to the Stadium project, together with invoices or such other information as may be reasonably required in order to verify same.

### 49. **CONTINGENCY**.

- (a) This Agreement shall be contingent upon the NFL Commissioner confirming that the Ticket Surcharge Revenue is excluded from revenue sharing under Article XIX of the NFL Constitution and By-Laws, or the NFL Executive Committee voting to exclude the Ticket Surcharge Revenue from such sharing requirements as permitted under Section 19.1 thereof on or before September 19, 1996.
- (b) The Authority shall receive conditional certification of the Stadium pursuant to Section 288.1162, Florida Statutes.
- (c) A one-half (½) cent local option sales tax must be approved by the electors of Hillsborough County on or before September 5, 1996.
- 50. <u>STADIUM CONSTRUCTION/FINANCING DOCUMENTS/STADIUM COMPLETION</u>. The Authority acknowledges, agrees, represents and warrants that:
- (a) It shall immediately, upon execution of this Agreement, begin to prepare all Financing Documents, and to retain all counsel, advisors, trustees, and others necessary or appropriate to be retained in connection with the sale or issuance of the Financing Documents, with the objective that the Financing Documents will be sold at the earliest time where it is legally permissible to do so, and that construction of the new Stadium will begin as soon as possible;
- (b) If the voters of Hillsborough County approve the one-half (½) cent Community Investment Tax on September 3, 1996, all legal restrictions or contingencies of any kind to the imposition of the Community Investment Tax shall be deemed fully satisfied; and

- (c) Notwithstanding anything contained herein to the contrary, the Authority shall (i) complete the sale of the Financing Documents by April 1, 1997, and (ii) commence construction of the Stadium by April 1, 1997, and diligently pursue construction of the Stadium thereafter until completion.
- (d) As an absolute "drop dead date," if the Authority does not achieve Substantial Completion of the Stadium by January 1, 2000, BSC shall have the right, in addition to its other remedies herein, to terminate this Agreement.

### 51. MISCELLANEOUS.

- No Obligation for Team to Pay Bonds. The Authority, the City and the County acknowledge and agree that BSC shall not be liable or responsible for the payment of any of the sums due under the Financing Documents, including, but not limited to, any payments coming due under the Financing Documents issued by the Authority in order to construct the Stadium; provided, however, that this provision shall not release BSC from any of its obligations to pay to the Authority the amounts required pursuant to the terms and conditions of this Agreement, including, but not limited to, its obligation to pay the Base Contribution to the Authority in accordance with the terms hereof.
- (b) <u>Seat Deposits</u>. The Authority shall have no rights of any kind in or to the Seat Deposits, and if the Seat Deposits are paid to BSC by Stadium Task Force, Inc., the Seat Deposits shall be retained by BSC for its own purposes.
- (c) First Event. Except for any promotional events which may be held by BSC prior to Substantial Completion of the Stadium, the first Stadium Event to be exhibited at the Stadium shall be a Buccaneers' NFL Game; provided, however, that in the event the Stadium shall not be Substantially Completed during an NFL Season, the first event shall be a Buccaneers' Event and shall be scheduled by BSC on a date as near to the date of Substantial Completion of the Stadium as is reasonably possible so as not to delay the use of the Stadium for other Stadium Events.
- (d) <u>Counterparts</u>. This Agreement may be executed in one or more counterparts by the Authority, BSC, the City, the County and the NFL and endorsed and approved in one or more counterparts by the public bodies or agencies concerned, and such execution and endorsement on any such one or more counterparts shall be equally sufficient and effective as if made upon a single original of this instrument.
- (e) <u>Captions and Headings</u>. The captions and headings contained in this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of this Agreement or the scope or intent thereof, nor to affect this Agreement in any other way.

- (f) <u>Binding Effect</u>. The covenants, terms, provisions and conditions of this Agreement shall be binding upon and shall inure to the benefit of BSC, the Authority, the City, the County, and their respective successors and assigns.
- (g) <u>Guaranty</u>. Simultaneously herewith, the Partnership shall enter into a guaranty agreement, in the form of the Guaranty attached hereto as <u>Exhibit K</u> and made a part hereof, whereby the Partnership shall unconditionally guaranty the obligations of BSC hereunder.

IN WITNESS WHEREOF, the parties hereto have signed and dated this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses to the Authority

Witnesses to BSC

**AUTHORITY:** 

THE TAMPA SPORTS AUTHORITY

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

TEAM:

BUCCANEERS STADIUM LIMITED PARTNERSHIP, a Delaware limited partnership

By: BUC

BUCCANEERS STADIUM CORPORATION, a

Delaware corporation, its general partner

Bv:

Name

(Corporate Seal)

## JOINDER OF CITY AND COUNTY

The City and County hereby consent to and approve this Agreement and further expressly agree with BSC and the Authority that: (a) they will comply in every respect with the Interlocal Agreement for funding and operating the Stadium to be entered into by and between the City, the County and the Authority; (b) the City will pledge to fund from legally-available non-ad valorem revenues one-third (1/3rd) of any deficit in debt service on the Financing Documents and one-third (1/3rd) of any deficit in the annual funding for operating and maintenance costs and other obligations of the Authority with regard to the Stadium under this Agreement if the available funds are insufficient for the Authority to satisfy such obligations, and the County shall pledge to fund from legally-available non-ad valorem revenues two-thirds (2/3rds) of any deficit in debt service under the Financing Documents and two-third (2/3rds) of any deficit in the operating and maintenance costs or other obligations of the Authority with regard to the Stadium under this Agreement if insufficient funds are available to satisfy the obligations of the Authority; and (c) the City and the County shall comply in every respect with all other obligations which they may have as previously referred to herein. In the event that the Authority shall be dissolved any time during the Term hereof, the City and the County acknowledge and agree that they shall be jointly and satisfy respectations of the Authority described herein.

FLORIDA 6	and the described nerein.
ATTEST SEAL E	COUNTY:
BOROGHOOM!	HILLSBOROUGH COUNTY
Name: GARY J- WLUNK	By: Jim Norman
Title: DEOLOPY CLERK	Title Chairman Coca
	OF HEALTH & DE
ATTEST	CITY: Legal Sufficiency.
- On the Motor	CITY OF TAMPA
By: Lanens. Maun Name:	By: Name: Dick A: Gre in
Title:	Name: Dick H. Greio Title: Mayor

# TAB NOT USED - RESPONSE CAN BE FOUND IN THE BODY OF THE APPLICATION

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Tampa Bay Buccaneers
Out of State Visitors
10/27/2016

The following materials are included in this section:

- A. Marketing plan geared toward attracting out of state fans
- B. Economic Impact Information provided by Rob Higgins, Executive Director, Tampa Bay Sports Commission:
  - 1 Post Event Report 2008 Dr. Pepper ACC Football Championship
  - 2 Post Event Report 2009 Dr. Pepper ACC Football Championship
  - 3 CONCACAF Gold Cup June 11, 2011
  - 4 Economic Impact/Participation Projections College Football Championship Game

The above referenced reports help to demonstrate Raymond James Stadium's potential to attract out of state visitors to the facility.

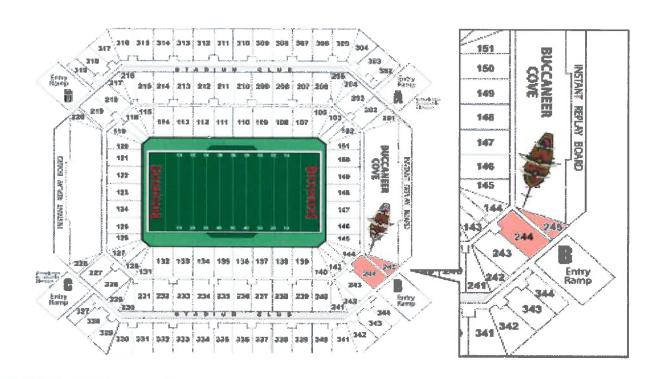
## VISITING TEAM INITATIVES

- Created specific sections within the stadium geared towards visiting team fans (Sections 244/245)
- Worked with local hotels to create Group Travel Package options for visiting team fans
- Worked with local hotels to provide room rate discounts to provide multiple options for visiting team fans to make planning their trip easier
- Created online web page that allows groups to contact us or book online
- Created visiting team "hype" video to promote the fan game day experience
- Create personalized flyer by team to promote Group Travel Packages
- Provided visiting team fans options of either adding on tailgate opportunities or creating their own reserved tailgate in our parking lot prior to the game



## **VISITING TEAM FAN SECTIONS**

- Reserved Sections 244/245 for Visiting Team Fans
- Concentrated sales of these seats to visiting team fans





## VISITING TEAM INITATIVES

## TEAM SPECIFIC FLYERS AND COLLATERAL



- > Package includes:
  - 200 Level game ticket
  - Pre-game tailgate at the stadium
- Options for discounted hotel rooms through preferred partners
- Website pages geared towards visiting team fans
- Marketing/branding of sections within stadium
- Feb/Mar focus for group reps to contact all visiting markets and surrounding states to target fan clubs



# VISITING TEAM PROMOTIONAL MATERIALS

#### viritme team riddheterr

Raymond James Stadium is conveniently located less than 10 minutes from Tampa International Airport and surrounded by many outstanding hotels, restaurards and shopping destinations, making it a fun, easy and memorable experience for your away game!

The Tampa Bay Buccaneers welcome fans visiting from other cities, states and countries whether you're cheering on our Bucs or rooting for the visiting team. We have created specific sections within our stadium to give our visiting team supporters the best gameday experience possible by giving you the opportunity to cheer with other interminded fans.

#### POR ONLY \$85, PACHAGES INCLUDE:

ME GAME 有關官 M 多糖 有關目的 78.M 新聞刊酬 [244/245]

ACCION IN THE PRISONS SALLATE PARTY, RUSHING TOP BOOKS SOFTING RESIDEF

Tailgate party includes complimentary lead, each, eath, water, wine and been







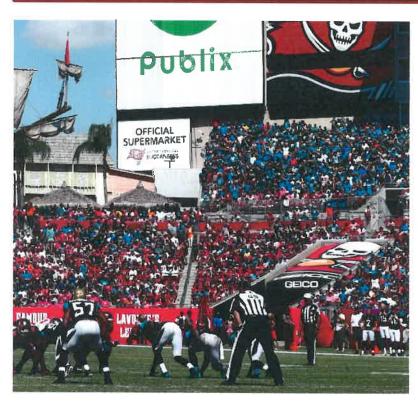


To purchase your group's fickets in the visiting feam supporter sections CALL ESS-SE2-CE27 SPTION 5 BR VISIT WWW. DECGANCESS.CDX/TRAETS

- Created a page within our online group brochure that focused on the Visiting Team Supporters
- Included "treasure map" of Tampa highlighting partner hotels and hotels in/around stadium
- Highlighted the \$100 ticket/tailgate package available in the visiting fan sections



# VISITING TEAM FAN GROUP PHOTOS



• Jaguars Fan Club- Bold City Brigade purchased over 2,300 tickets for their event

 Private Lot 14 Tailgate for the Big Blue Travel Group pre game





## Major and Regional Grant Program POST EVENT REPORT

#### I. GRANTEE INFORMATION

1. Organization Name: Tampa Bay Sports Commission

\*(Please note: All grant payments will be made payable and mailed to the GRANTEE named in the Grant Agreement.)

2. Post Event Report Completed by: Jason Aughey

Name: <u>Jason Aughey</u> Title: <u>Sports Sales and Events Manager</u>

Phone: (813) 218-3813 E-mail: jaughey@visittampabay.com

#### II. EVENT INFORMATION

1. Event Title: 2008 Dr Pepper ACC Football Championship

2. Event Date(s): December 6, 2008

3. Event Location(s): Raymond James Stadium - Tampa, FL

4. Provide a summary of media exposure for the event (please include copies of any printed promotional materials, television highlights, video documentation, etc.):

### III. GRANT AWARD

- 1. Amount of Grant Award Due Grantee: \$150,000 (received two payments prior to the event amounting to \$150,000 total grant awarded to Tampa Bay Sports Commission was \$300,000.
  - 2. Summary of eligible expenditures for grant reimbursement (appropriate documentation cancelled checks and invoices must be attached to the Post Event Report): See enclosed documents for summary of event media exposure.

CHECK#	PAYABLE TO	<u>PURPOSE</u> <u>A</u>	<b>MOUNT</b>
7709/7827	Sport Graphics	Event Signage	<u>\$197,701</u>
7713	Game Day Management	Transportation Expense	<u>\$73,761</u>
7726	Event Makers	FanFest Management Fe	<u>e \$29,000</u>

Please note: Payment/reimbursement occurs by submitting invoices totaling the amount of the grant award.

IV.	ECO	NOMIC IMPACT
	1.	Participation Summary:
		Total Participants (competitors, coaches, trainers, officials, etc.)
		ADULT Out-of-State: 280 In-State: N/A
		YOUTH Out-of-State: N/A In-State: N/A
		Total Spectators (fans, family, friends, etc.)
		ADULT Out-of-State: 26,170 In-State: 15,369
		YOUTH Out-of-State: 7,818 In-State: 4,592
		Total Media Out-of-State: 390 In-State: 70
	2.	Economic Impact Summary *(should reflect numbers provided in Section IV - 1
		Participation Summary)
Direc	et Ou	t-of-State Economic Impact of the Event
# of o	ut-of-	state Adult Participants 280 x avg. length of stay 2 x \$152 = \$85,120
# of o	ut-of-	state Adult Spectators 26,170 x avg. length of stay 2 x \$152 = \$7,955,680
# of o	ut-of-	state Youth Participants x avg. length of stay $x \$76 = \$ N/A$
# of o	ut-of-	state Youth Spectators $7.818$ x avg. length of stay $2$ x \$76 = \$ $1.188.336$
# of o	ut-of-	state Media/Professional $390$ x avg. length of stay $2$ x $$152 = $118,560$
TOT	AL DI	RECT OUT-OF-STATE ECONOMIC IMPACT \$9,347,696

# of Rooms <u>5,050</u> x Avg. # of nights <u>2</u> x Avg. Room Rate \$150 = \$<u>1,515,000</u>

Total Hotel Impact (In-State and Out-of-State):

# Major and Regional Grant Program POST EVENT REPORT

#### I. GRANTEE INFORMATION

1. Organization Name: Tampa Bay Sports Commission

\*(Please note: All grant payments will be made payable and mailed to the GRANTEE named in the Grant Agreement.)

2. Post Event Report Completed by: Jason Aughey

Name: Jason Aughey

Title: Sports Sales and Events Manager

Phone: (813) 218-3813

E-mail: jaughey@visittampabay.com

#### II. EVENT INFORMATION

1. Event Title: 2009 Dr Pepper ACC Football Championship

2. Event Date(s): December 5, 2009

3. Event Location(s): Raymond James Stadium - Tampa, FL

4. Provide a summary of media exposure for the event (please include copies of any printed promotional materials, television highlights, video documentation, etc.): The Tampa Bay Sports Commission put together a media exposure package comparable to the 2008 ACC Football Championship. Upon request, we can provide highlights of radio and commercial spots, print advertising, social media and electronic messaging campaigns, billboard placement and an overall marketing timeline/plan.

#### III. GRANT AWARD

- 1. Amount of Grant Award Due Grantee: \$300,000
- Summary of eligible expenditures for grant reimbursement (appropriate documentation

   cancelled checks and invoices must be attached to the Post Event Report):

CHECK#	PAYABLE TO	<u>PURPOSE</u>	<b>AMOUNT</b>
5021	Tampa Sports Authority	Stadium Rental	\$300,000

Please note: Payment/reimbursement occurs by submitting invoices totaling the amount of the grant award.

IV.	ECC	DNOMIC IMPACT
	1.	Participation Summary:
		Total Participants (competitors, coaches, trainers, officials, etc.)
		ADULT Out-of-State: 280 In-State: N/A
		YOUTH Out-of-State: N/A In-State: N/A
		Total Spectators (fans, family, friends, etc.)
		ADULT Out-of-State: <u>27,700</u> In-State: <u>16,110</u>
		YOUTH Out-of-State: 8,425 In-State: 5,805
		Total Media Out-of-State: 370 In-State: 80
	_	
	2.	Economic Impact Summary *(should reflect numbers provided in Section IV - 1 -
		Participation Summary)
Dire	ct Ou	t-of-State Economic Impact of the Event
# of o	out-of-	-state Adult Participants 280 x avg. length of stay 2 x \$143 = \$80,080
# of o	out-of-	state Adult Spectators $27,700$ x avg. length of stay $2$ x \$143 = $$7,922,200$
# of o	out-of-	-state Youth Participants x avg. length of stay x \$72 = \$ N/A
# of o	out-of-	state Youth Spectators 8,425 x avg. length of stay $2 \times $72 = 1,213,200$
# of o	out-of-	-state Media/Professional 370 x avg. length of stay 2 x $$143 = $105,820$
TOT	AL D	IRECT OUT-OF-STATE ECONOMIC IMPACT \$9,321,300
Tota	l Hote	el Impact (In-State and Out-of-State):
# of I	Rooms	$85.400 \times \text{Avg.} \# \text{ of nights 2} \times \text{Avg. Room Rate } \$159 = \$1.717.200$

Revenue Estimates Generated by Out-of-State Participants/Spectators State Sales Tax

Direct Out-of-State Economic Impact \$9,321,300 x .06 = \$559,278

Local Option Sales Tax (if applicable)

Direct Out-of-State Economic Impact  $$9,321,300 \times local option sales tax rate .01 = $93,213$ 

Transient Lodging Tax/Bed Tax (if applicable)

Total Hotel Impact x lodging/bed tax rate .05 (example .03) = \$85,860

# Major and Regional Grant Program POST EVENT REPORT

#### I. GRANTEE INFORMATION

1. Organization Name: Tampa Bay Sports Commission

\*(Please note: All grant payments will be made payable and mailed to the GRANTEE named in the Grant Agreement.)

2. Post Event Report Completed by: Jason Aughey

Name: <u>Jason Aughey</u> Title: <u>Sports Sales and Events Manager</u>

Phone: 813-218-3813 E-mail: jaughey@visittampabay.com

#### II. EVENT INFORMATION

1. Event Title: CONCACAF Gold Cup

2. Event Date(s): June 11, 2011

3. Event Location(s): Raymond James Stadium

4. Provide a summary of media exposure for the event (please include copies of any printed promotional materials, television highlights, video documentation, etc.): Please see enclosed materials.

#### III. GRANT AWARD

- 1. Amount of Grant Award Due Grantee: \$6,500
- 2. Summary of eligible expenditures for grant reimbursement (appropriate documentation cancelled checks and invoices must be attached to the Post Event Report):

CHECK #	PAYABLE TO	<b>PURPOSE</b>	<u>AMOUNT</u>
9600	Soccer United Marketing	Site Fees	\$ <u>3,500</u>
6029_	OAI, Inc	Event Signage	\$2,862.81
9575_	OAI, Inc	Event Signage	<u>\$159.53</u>

Please note: Payment/reimbursement occurs by submitting invoices totaling the amount of the grant award.

#### IV. ECONOMIC IMPACT

1.	Pa	rticin	ation	Summary	

Total Participants (competitors, coaches, trainers, officials, etc.)

ADULT Out-of-State: 140 In-State:

YOUTH Out-of-State: \_\_\_\_\_ In-State: \_\_\_\_

Total Spectators (fans, family, friends, etc.)

ADULT Out-of-State: 4,725 In-State: 16,065

YOUTH Out-of-State: 1,575 In-State: 5,355

Total Media Out-of-State: 90 In-State: 95

#### 2. Economic Impact Summary \*(should reflect numbers provided in Section IV - 1 - Participation Summary)

#### Direct Out-of-State Economic Impact of the Event

# of out-of-state Adult Participants  $\underline{140}$  x avg. length of stay  $\underline{4}$  x \$143 =  $\underline{$80,080}$ 

# of out-of-state Adult Spectators 4,725 x avg. length of stay 1.5 x \$143 = \$1,013,512

# of out-of-state Youth Participants N/A x avg. length of stay\_x \$72 = N/A

# of out-of-state Youth Spectators 1,575 x avg. length of stay 1.5 x \$72 = \$170,100

# of out-of-state Media/Professional 90 x avg. length of stay 3 x 143 = 38,610

#### TOTAL DIRECT OUT-OF-STATE ECONOMIC IMPACT \$1,302,302

**Total Hotel Impact (In-State and Out-of-State):** 

# of Rooms 1,601 x Avg. # of nights 3 x Avg. Room Rate \$129 = \$619.587

Revenue Estimates Generated by Out-of-State Participants/Spectators <a href="State Sales Tax">State Sales Tax</a>

Direct Out-of-State Economic Impact  $\frac{1,302,302}{2} \times .06 = \frac{78,138.12}{2}$ 

Local Option Sales Tax (if applicable)

Direct Out-of-State Economic Impact  $$1,302,302 \times local option sales tax rate .01 = $13.023.02$ 

Transient Lodging Tax/Bed Tax (if applicable)

Total Hotel Impact x lodging/bed tax rate .05 (example .03) = \$30,979.35

v.

College Football National Championship Game Out of State Demographic Projections - Provided by Rob Higgins - Tampa Bay Sports Commission 12/27/2015

٠,	EC	ONOMIC IMPACT	PARTICPATION PROJECTION	<u>ons</u>	
	1.	Total expected Par	ticipants (competitors, coaches, t	trainers, officials, etc.)	
		ADULT	Out-of-State: 400	In-States	
		YOUTH	Out-of-State:	In-State:	
	2.	Total expected Spe	ctators (fans, family, friends, etc.	ð	
		ADUL/T	Out-of-State: 55,000	In-State: 14,000	
		YOUTH	Out-of-State: 2,000	In-State: 1,000	
	.3.	Total expected Me			
	. 76	CARALL SWING COOK INTO	Out-of-State: 600	In-States 140	
	4.	projections outline support documents	d in questions 1-3 above); *Note; ition with final approval by the f	ic Impact of the Event (please use participation average spending may be provided by the approvided Sports Foundation.  Ingth of stay 4 x \$ 35 (avg. spending) = \$ \$57	oticar
		# Of out-of-state Ad	wit Spectators $55,000$ x avg. lens	$x = \frac{4}{x} $ (avg. spending) = $x = \frac{4}{x}$	200,
		# Of out-of-state Yo	uth Participants 0 × avg. le	ength of stay × \$ (avg. spending) = \$ \$0	ì
		# Of out-of-state Yo	uth Spectators 2,000 x avg. Ica	gth of stay $4 \times 10^{-2.5}$ (avg. spending) = $$1.0$	00.
		# Of out-of-state Me	edia/Professional_600_x avg. 1	ength of stay 4 x \$ 36 (avg. spending) - \$ \$	720,
	TEX	TAL PROJECTED	DIRECT OUT-OF-STATE ECO	DNOMIC IMPACT: \$\$92,440,000	
	5.	Total Hotel Impact # Of Rooms 15,00	(In-State and Out-of-State):  Avg. # of nights 4 x Actual P	esid Avg. Room Rate \$ \$24 \frac{9}{2} \$ \$14,940,000	
			Majer Grant A Florida Sports Four Page 4	ndecton = 2013	
4			enerated by Out-of-State Fartic		
	(LI	se total projection o	out-of-state economic impact nu	mber from above to complete these figures)	
		ales Tax Collected Out-of-State Heenon	nie Impact x \$.06 =	\$ \$5,546,400.	
			-		
		nt Lodging Tax/Bed lotel Impact x lodgin	Tax (if applicable) g/bed tax rate 5% (example .03	3747,000.0C	

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Raymond James Stadium Events 2013-2016

Non-NFL Events 2016 17 2015 62 2014 56 2013 60

Date Date Event Date Date Event Event 1/1/16 Outback Bowl 1/1/15 Outback Bowl 1/1/14 Outback Bowl 1/1/13 Outback Bowl 1/1/16 Tennessee VIP Party 1/5/15 Fireworks Sale 1/5/14 Fireworks Sale 1/1/13 Aetna Reception 1/1/16 Northwestern VIP Party 1/10/15 Blue Grey High School Combine 1/6/14 Funeral Parlor Meeting - Lee Longino 1/1/13 Recruit Military Expo 1/5/16 Fireworks Sale 1/17/15 Monster Jam I 1/6/14 Verizon Meeting 1/12/13 Blue Grey High School Combine 1/7/16 Chacka Marketing 2/1/15 Super Bowl Watch Party 1/9/14 Memorial Service - Krista Boyd 1/19/13 Monster Jam I 1/9/16 Blue Grey High School Combine 2/4/15 American Marketing Association 1/11/14 Blue Grey High School Combine 2/3/13 Superbowl Watch Party 1/12/16 Earthlink Reception 2/7/15 Monster Jam II 1/16/14 Military Recruit 2/R/13 Monster Jam II 1/16/16 Monster Jam I 2/8/15 MDA Muscle Walk 1/18/14 Monster Jam I 2/9/13 FEUER Bar Mitzvah 1/29/16 Verlzon Kickoff Meeting 2/14/15 Spartan Race 2/1/14 Monster fam II 2/12/13 Tampa Bay Sports Commission Monster Jam II 2/6/16 3/3/15 Lykes Reception 2/5/14 Universoral Circus 2/16/13 Caspers Company Playbook 2/21/16 UniverSoul Circus 3/18/15 Lansing Event 2/8/14 MDA Muscle Walk 2/18/13 Florida Central Credit Union 3/3/16 US Women's Soccer 3/24/15 Health Systems Meeting 2/15/14 Spartan Run 3/16/13 Kenney Chesney 3/19/16 Must Love Dogs Fest 3/28/15 All Pro Dads 3/1/14 Run or Dye High School Combine 3/23/13 4/24/16 Pets in the Park 4/10/15 Marriott Event 3/23/14 Stadlum Sale-A-Bration 3/31/13 Tampa Classic Roller Blade 4/28/16 Draft Party 4/10/15 Florida Southern Social 4/10/14 Shrine Circus 4/6/13 American Invitational 4/29/16 Beyonce Concert 4/16/15 Egypt Shrine Circus Vernis & Bowling Tampa Legal Seminar 4/24/14 4/13/13 USF Spring Game 5/28/16 Sunset Music Festival 4/25/15 Pets in the Park 4/26/14 Walk Now for Autism 4/18/13 Egypt Temple Shrine Circus 4/25/15 MDA Muscle Walk 4/26/14 IIFA Awards Ceremony 4/20/13 Walk Now for Autism 4/30/15 Draft Party 5/8/14 Draft Party 4/20/13 Bartow High School Prom 5/3/15 Verizon Movie Night 5/10/14 Pet A Palooza 4/25/13 Draft Party 5/7/15 Tourism Gives Back 5/24/14 Symphony Under the Stars 5/5/13 Marriott 5/9/15 Symphony Under the Stars Sunset Music Festival 6/2/14 5/11/13 All Pro Dads 5/14/15 TBBJ Trade Show 6/6/14 Japan vs. Costa Rica Soccer 5/11/13 Symphony Under the Stars 5/19/15 FSU Fundralser 6/13/14 Japan vs. Zambia Soccer 5/16/13 Aramark Uniform Services 5/23/15 Sunset Music Fest 6/28/14 IJS Women's Soccer 5/18/13 Pet A Palooza 5/28/15 Home Depot Event 7/8/14 YMCA Gymnastics Opening Ceremonies 5/25/13 Sunset Music Festival 5/29/15 RV Show B/1/14 Fireworks Sale 6/22/13 USF Superbull Luncheon 6/10/15 PNC Event 8/30/14 Night Practice 6/27/13 Night Practice 6/18/15 Pep Boys Event 9/6/14 USF vs West Carolina 7/2/13 ALSD 7/7/15 EA Sports Photo Shoot 9/13/14 USF vs. Maryland 7/9/13 Fireworks Sale 7/9/15 Fireworks Sale 9/15/14 USF vs. NC State 7/14/13 Wheelchair Games 7/21/15 New York Life Event 9/18/14 Florida Dairy Council 7/31/13 Aramark Uniform Services 7/23/15 Dell Event 9/19/14 Collaborative Technologies Reception 8/18/13 **USF Fan Fest** 8/7/15 Circo Vazquez 9/20/14 USF vs. UConn 8/24/13 Fox Sports Kick Off classic (Plant HS Gm) 8/22/15 Funk Fest 9/27/14 9/11 Salute Car Show 8/31/13 USF vs. McNeese State 9/5/15 USF vs. Florida A&M 10/3/14 Reggae Rise Up 9/8/13 Florida Finals 9/11 Salute 9/5/15 FAMU Tailgate Party 10/11/14 One Direction 9/14/13 USF vs FAU 9/10/15 Red Women's Launch Event 10/14/14 USF vs. E. Carolina 9/21/13 Suncoast Schools FCU Car Sale 9/20/15 Meredith Ferrerra Service 10/18/14 AHA Heartwalk 9/28/13 USF vs Míami 9/26/15 Lang Birthday Party 10/19/14 Funk Fest USE vs. Cincinnati 10/5/13 9/29/15 All Children's Event 10/23/14 Stride for Strays 10/17/13 Tampa Veterans Job Fair 10/2/15 USF vs. Memphis 10/26/14 Klwanis Barbecue Sysco Sales Meeting 10/18/13 10/2/15 Memphis Tallgate Party 11/1/14 **Gulf Eagle Supply Taligate** 10/19/13 Club Cirque Show Music Festival 10/10/15 USF vs. Syracuse 11/6/14 USF vs. Houston 10/19/13 Stride for Strays 10/22/15 Kiwanis Barbecue 11/6/14 MDA Reception 10/20/13 Craft Beer Octoberfest 10/24/15 USF vs. SMU 11/18/14 Capital One 10/26/13 USF vs. Laufsville 10/31/15 AHA Heartwalk 11/19/14 MAC Meeting 10/31/13 Kiwanis 880 10/31/15 Taylor Swift Concert 11/23/14 Jani King Luncheon 11/2/13 AHA Heart Walk 11/3/15 Florida Cancer Specialists 11/28/14 Sanchez Law Firm Immigration Seminar 11/2/13 Renewal of Wedding Vows - Dawn Boone 11/5/15 New Life Solutions 12/5/14 USF vs. UCF 11/7/13 Military Recruit Falr 11/5/15 MDA Event 12/7/14 Raymond James Christmas Party 11/16/13 USF vs Memphls 11/6/15 Lutz Prep Gala 12/7/14 Game Day of Champions 11/20/13 Ernst & Young Tampa Alumni & Mtg. 11/14/15 USF vs. Temple 12/10/14 High School All Star Game 11/23/13 USF vs. SMD 11/14/15 Temple Tailgate Party 12/12/14 **Outback Bowl Contract Signing Party** 12/2/13 Fed Ex Open House 11/15/15 Phil Harvey Tailgate 12/20/14 Mercedes Benz Christmas Party 12/18/13 Nicolle Gelier Birthday Party 11/18/15 Red Event - "Siege the Stadium" 12/20/14 Christmas Tree Sale 12/18/13 Mercedes Holiday Party 11/20/15 USF vs. Cincinnati 12/20/13 Christmas Tree Sale 11/20/15 Cincinnati Tallgate Party 12/21/13 Game Day of Champions 11/21/15 Family First All Pro Dads 12/21/13 High School All Star 12/19/15 Game Day of Champions 12/26/13 The Gift- Deadmau5 12/19/15 High School Football All Star Game 12/20/15 Christmas Tree Sale 17 62



September 16, 2016

Mr. Caleb Quaid Director of Business Administration Tampa Bay Buccaneers One Buccaneer Place Tampa, Florida 33607

Dear Mr. Quaid,

During our preconstruction and estimating process, Manhattan provided the following projections to your organization:

#### 2016 Project:

- Projected employment residents of Florida: 350 (Estimated)
- Projected contracts with Florida based firms: Between 40 45 (Estimated)
- Projected purchases of locally available building materials: Approximately 75% of all building materials were expected to be purchased from Florida vendors.

Below are estimated projections for the 2017 project:

- Projected employment residents of Florida: 200 (Estimated)
- Project Contracts with Florida based firms: 30 35 (Estimated)
- Projected purchases of locally available building materials: Approximately 75% of all building materials are expected to be purchased from Florida vendors.

Figures above are estimated based on bid packages (scopes of work and design drawings.) Each scope of work equivalates to a different contracted trade partner. The projected employment of Florida residents and projected purchase percentage from Florida vendors comes from Manhattan historical project data.

If you should have any questions or comments, please feel free to contact this office.

Sincerely,

Manhattan Construction (Florida), Inc.

Michael Miller **Project Director** 

MIMA

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Value (includes cash/trade)

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**Total Impressions** 

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# Social Media Analytics



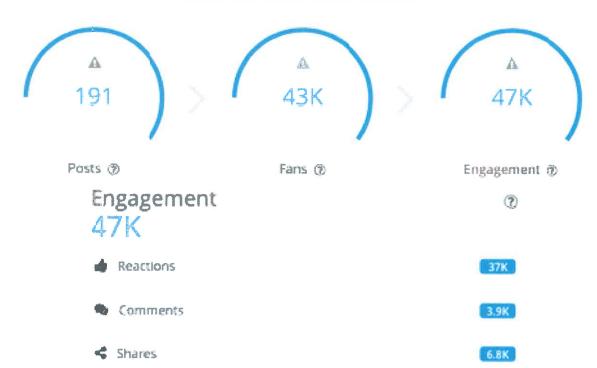
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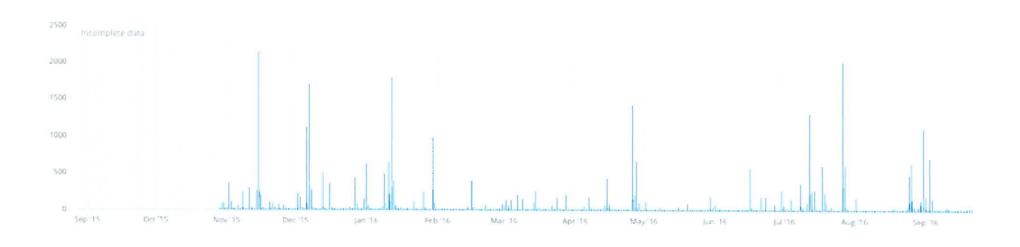


Posts: Total number of updates posted

Fans: Total number of fans

Engagement: The number of

reactions the posts generated



facebook

Raymond James Stadium

States Raymond James Stadium

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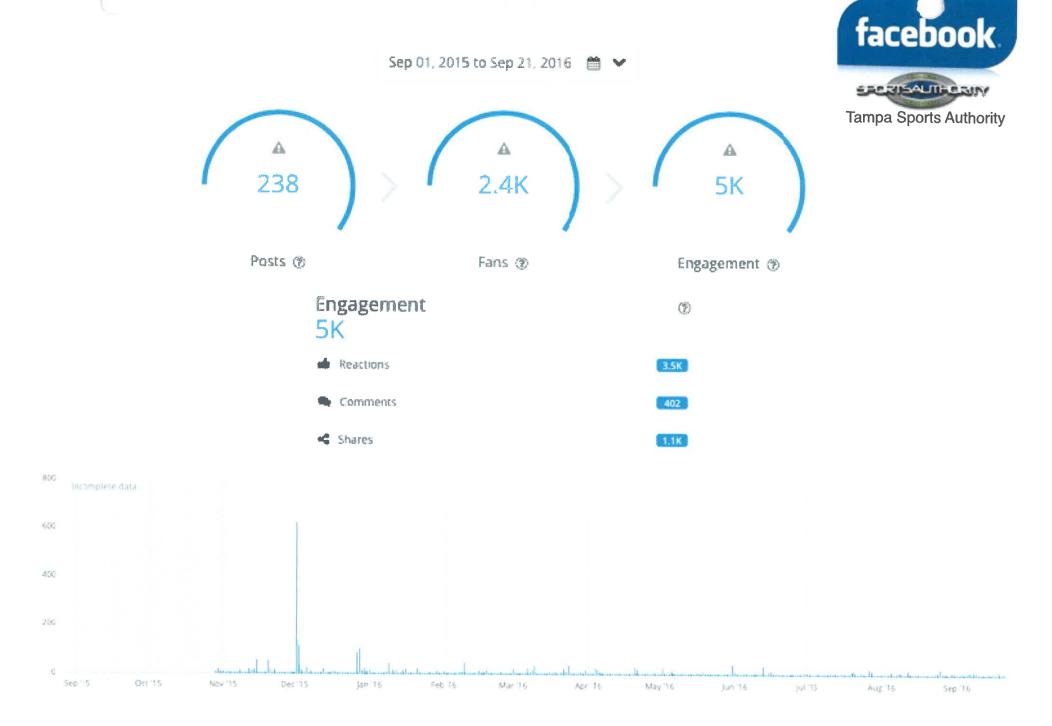
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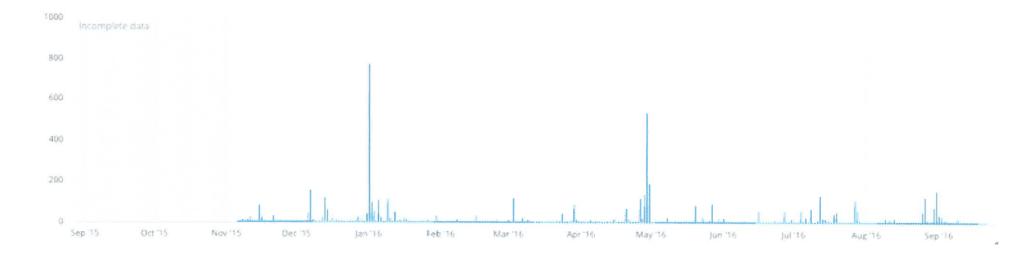


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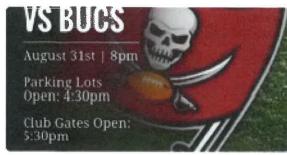




#### Top Tweet earned 253K impressions

4.4 £7.38 ₩ 95

#WASvaTB tomorrow! Here is the game information! @TBBuccaneers pic.twitter.com/EoLbvjpUoG







Top Tweet earned 78.1K impressions

Subtle welcome.

#### @Vol Football @outbackbowl #VolWalk pic.twitter.com/BsgRpn2Os1



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Top Tweet earned 284K impressions

Just a little Friday update 1 **9thbuccanears** pic.twitter.com/SVBFulGGrZ



4.4 £\$ 30 W 104

Top Tweet earned 32.3K impressions

Let's welcome #TaylorSwift to Tampa fans! bit.ly/1MJnFML #SWIFTmemoriesRJ\$ pic.twitter.com/9s2lePGp4L



Top Tweet earned 34.7K impressions

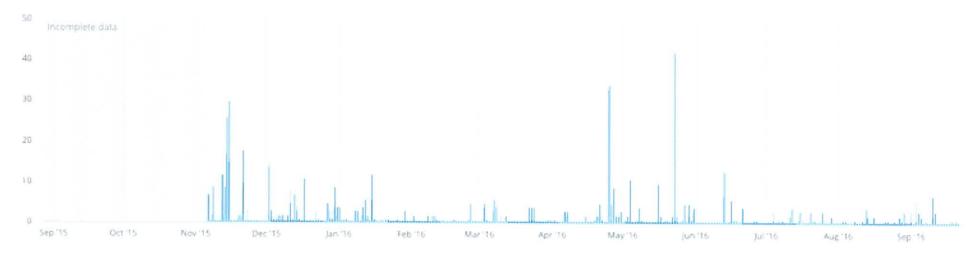
Fans heading to #Beyonce expect heavy traffic and please plan accordingly!

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Tampa Sports Authority







#### Top Tweet earned 15.5K impressions

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**#TBT** to the FIRST @**TBBuccansers** home opener @**RJStadium** September 20, 1998! **#TSAtums50** pic.twitter.com/31P6Z3qLyz



Top Tweet earned 24.6K impressions

4-8 43 260 W 318

#1999WorldTour takeover. Will you be here tomorrow? RT if so! #1989TourTampa #SOEXCITED pic.twitter.com/WFFLB9RNgL



#TSATURNSSO

Top Tweet earned 8,266 impressions

Everything you need to know for @Beyonce #FormationWorldTour on Friday @RJStadium pic.twitter.com/ZXYv3kkfud



Top Tweet earned 5,821 impressions

We continue to mourn with our neighbors, #OrlandoStrong #WeAreFamily pic.twitter.com/WaqIZthIP2



Top Tweet earned 7.3% impressions

Help out @VincentTJackson everyone! #JacksonWPMOYChallenge #TeamTampaBay

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Raymond James Stadium

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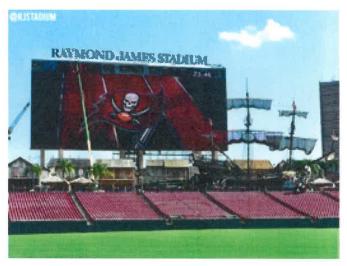
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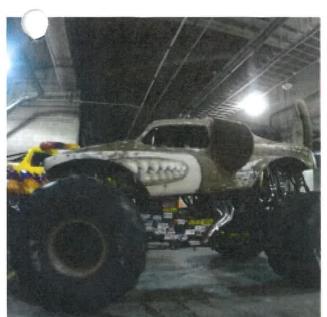
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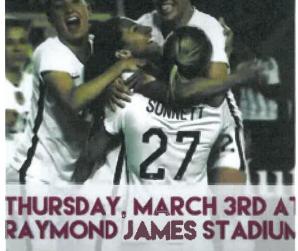
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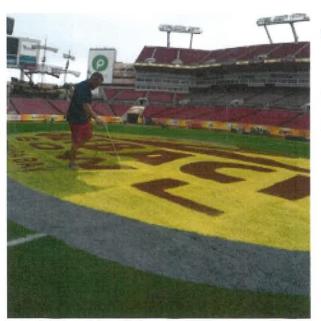
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## Monthly Followers For All Accounts

#### **RJS Facebook Followers**

#### **TSA Facebook Followers**

#### **RJS Twitter Followers**

#### **TSA Twitter Followers**

Month	# Followers
Sep-15	36,959
Oct-15	38,533
Nov-15	39,668
Dec-15	41,550
Jan-16	42,001
Feb-16	42,151
Mar-16	42,280
Apr-16	42,690
May-16	42,823
Jun-16	42,919
Jul-16	43,044
Aug-16	43,216
Sep-16	43,464
% Increase	17.6%

Month	# Followers
Sep-15	2,013
Oct-15	2,048
Nov-15	2,057
Dec-15	2,157
Jan-16	2,166
Feb-16	2,194
Mar-16	2,216
Apr-16	2,246
May-16	2,270
Jun-16	2,310
Jul-16	2,327
Aug-16	2,359
Sep-16	2,377
% Increase	18.08%
n Followers	TCA Inetac

8,252
0,232
8,865
8,854
8,994
9,160
9,215
9,315
9,448
9,551
9,604
9,694
9,799
10,000
21.18%

Month	# Followers						
Sep-15	2,346						
Oct-15	2,430						
Nov-15	2,464						
Dec-15	2,514						
Jan-16	2,558						
Feb-16	2,566						
Mar-16	2,583						
Apr-16	2,608						
May-16	2,628						
Jun-16	2,651						
Jul-16	2,673						
Aug-16	2,687						
Sep-16	2,707						
% Increase	15.39%						

#### **RJS Instagram Followers**

#### TSA Instagram Followers

RJS	<b>Snapchat</b>
	OTTO OTTO

Month	# Followers					
Sep-15	10,400					
Oct-15	11,431					
Nov-15	11,452					
Dec-15	12,221					
Jan-16	12,855					
Feb-16	13,500					
Mar-16	13,800					
Apr-16	14,200					
May-16	14,600					
Jun-16	14,900					
Jul-16	15,100					
Aug-16	15,500					
Sep-16	15,991					
% Increase	53.76%					

Month	# Followers
Sep-15	813
Oct-15	836
Nov-15	865
Dec-15	913
Jan-16	945
Feb-16	985
Mar-16	1,014
Apr-16	1,021
May-16	1,033
Jun-16	1,046
Jul-16	1,098
Aug-16	1,103
Sep-16	1,115
% Increase	37.15%

Month	# Followers
Sep-15	240
Oct-15	393
Nov-15	415
Dec-15	421
Jan-16	432
Feb-16	448
Mar-16	581
Apr-16	617
May-16	664
Jun-16	692
Jul-16	701
Aug-16	725
Sep-16	745
% Increase	210.42%

#### B-22 - Expected Amount of Average New Incremental Sales Taxes Raymond James Stadium

Projected Incremental Sales Taxes	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	2017-2028
Total projected sales taxes	\$ 6,468,429	\$ 7,723,201	\$ 7,880,329	\$ 8,020,499	\$ 8,166,945	\$ 8,317,354	\$ 8,470,575	\$ 8,626,661	\$ 8,785,667	\$ 8,947,651	\$ 9,112,669	\$ 9,280,781	\$ 99,800,760
Less - Baseline	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)	\$ (24,000,000)
Projected incremental sales taxes over baseline	\$ 4,468,429	\$ 5,723,201	\$ 5,880,329	\$ 6,020,499	\$ 6,166,945	\$ 6,317,354	\$ 6,470,575	\$ 6,626,661	\$ 6,785,667	\$ 6,947,651	\$ 7,112,669	\$ 7,280,781	\$ 75,800,760

Average annual projected incremental sales taxes above the baseline

\$ 6,316,730

#### Methodology

Average incremental sales tax is computed by summing the total projected sales taxes for the remaining years of the Stadium Agreement following the commencement of the stadium improvement project and dividing that total by 12 years. From this number, the \$2 million baseline is subtracted and the result is the average incremental sales taxes per the statute

These projections include all events at the facility combined excluding Outback Bowl and USF Games that are not subject to sales tax

#### **Assumptions**

- 1) NFL attendance and ticket sales projections for the 2016 through 2020 seasons were developed based on the projected impacts of the stadium improvements projects. Enhanced club space and new club areas are expected to be significant factors in driving increased revenue growth. Additionally, Buccaneers ticket prices currently rank among the lowest in the NFL and had not been increased in many seasons prior to 2016. Increased pricing is expected to generate increased sales tax collections for the state. From the 2021 season forward, overall NFL revenues are projected to increase by 2% annually. Non-NFL related event revenue is projected to increase 2% annually.
- 2) Suite revenues through the 2020 season are based on the projected impacts of the stadium improvements projects, revised suite designs and configurations and revised pricing. For 2021 forward, suite revenues are assumed to grow at an annual rate of 2%.
- 3) Parking, concessions and merchandise projections through 2020 were developed based on overall stadium attendance projections and the impacts of the projects, which are expected to include concessions enhancements and new team retail space in the stadium. 2021 forward assumes overall growth at appx. 1% per year in concessions, parking and merchandise.
- 4) License fees are projected to grow at 1% annually for the entire projection period

#### Baseline

Pursuant to Section 6 B (3) of the statute, since the applicant is applying under section 6 A (4) of the statute, the baseline \$2.0 million

### Not Applicable

## **Section 3**

### **TAMPA BAY BUCCANEERS**

### **AGREED-UPON PROCEDURES REPORT**



#### **INDEPENDENT ACCOUNTANTS' REPORT**

#### To the Tampa Bay Buccaneers

We have performed the procedures enumerated below, which were agreed to by the Tampa Bay Buccaneers and the Florida Department of Economic Opportunity (the specified users), with respect to the accompanying schedule of Expected Amount of Average New Incremental Sales Taxes, solely to assist you with your Sports Development Program Application. Tampa Bay Buccaneers (the "Company") management is responsible for the Company's accounting records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings are as follows:

- 1. We obtained the "Expected Amount of Average New Incremental Sales Taxes" schedule (Schedule I) for the period June 30, 2017 through June 30, 2028 from management.
- 2. We obtained the underlying schedules prepared by management supporting the "Total projected sales taxes" amounts for each period presented on Schedule I. These schedules included projections for NFL related ticket sales, non-NFL related ticket sales, suite revenues, concessions revenue, parking revenue, merchandise sales and license fees.
- 3. We agreed the projected future revenue amounts on the supporting schedules above to analysis and related support obtained from management.
- 4. We agreed the average annual sales tax for the 36 month period ending May 31, 2016 used in the development of Schedule I to the "Average Sales Tax" amount on Schedule II.
- 5. We recomputed the "Total projected sales taxes" amounts outlined on Schedule I for each year presented by multiplying each year's projected cumulative incremental revenue (current year revenue in excess of actual revenue for the year ended June 30, 2016) from the schedules obtained in step 2 above by 7%.
- 6. We traced and agreed actual revenue for the year ended June 30, 2016 from step 5 above to supporting schedules, and supporting documentation on a sample basis.

- 7. We agreed the baseline amount of \$2 million on Schedule I to Florida statute 288.11625 section 6(b).
- 8. We recomputed "Projected incremental sales taxes over baseline" on Schedule I by subtracting the \$2 million baseline amount from "Total projected sales taxes".
- 9. We recomputed "2017-2028" amounts outlined on Schedule I by summing the annual amounts for each year presented.
- 10. We recomputed "Average annual projected incremental sales taxes above the baseline" on Schedule I by dividing "2017-2028" projected incremental sales taxes over baseline by the total number of years in the projection (12 years).
- 11. We obtained the "Sales Tax Generated by Raymond James Stadium Summary" schedule (Schedule II) for the period June 1, 2013 through May 31, 2016 from management.
- 12. We recomputed the "Total June 13 May 16" amounts on Schedule II by summing the June 1, 2013 through May 31, 2016 amounts.
- 13. We recomputed the "Average per Year" amount on Schedule I by dividing the "Total June 13 May 16" amount by the number of years (3).
- 14. We obtained from management the monthly detail of sales tax generated from stadium related activities and collected by the Tampa Bay Buccaneers for the period June 1, 2013 through May 31, 2016.
- 15. For the schedule obtained in step 14 above, we performed the following procedures:
  - We traced and agreed the total sales tax due for September 2013, November 2013, March 2014, October 2014, November 2014, January 2015, September 2015, December 2015 and January 2016 as outlined on the schedule to the confirmation statement from the State of Florida Department of Revenue for the corresponding month, obtained from management.
  - We recomputed the sales tax amounts for each twelve month period by summing the sales tax for each month in the corresponding year.
  - We agreed the annual sales tax amounts for the period June 1, 2013 through May 31, 2016 to the annual sales tax amounts used in developing Schedule II.
- 16. We obtained from management the monthly detail of sales tax generated from stadium related activities and collected by Tampa Sports Authority (TSA) for the period June 1, 2013 through May 31, 2016, which included sales tax related to parking, license fees and the TSA lease.

- 17. For the schedule obtained in 16 above, we performed the following procedures:
  - We traced and agreed net parking revenue for January 2014, January 2015 and October 2015 to a copy of the TSA Event Composite Report, check receipt, and HCC Parking Revenue Report, as applicable, obtained from management.
  - We recomputed the amounts for parking and license fees for each twelve month period.
  - We traced and agreed the license fee for Monster Jam II 2014, IIFA Awards Ceremony 2014, One Direction concert 2014, Monster Jam II 2015, Taylor Swift concert 2015, and Beyonce Concert 2016 to the TSA Event Composite Report or other TSA support, obtained from management.
  - We recomputed the sales tax amount for parking, license fees and the TSA lease for each twelve month period by multiplying the amounts for each category by 7%.
  - We agreed the annual sales tax amounts for the period June 1, 2013 through May 31, 2016 to the annual sales tax amounts used in developing Schedule II.
- 18. We obtained from management the monthly detail of sales tax generated from stadium related activities and collected by the concessionaire for the period June 1, 2013 through May 31, 2016.
- 19. For the schedule obtained in step 18 above, we performed the following procedures.
  - We traced and agreed the concessions revenue and other revenues for August 2013, September 2013, December 2013, August 2014, September 2014, November 2014, October 2015, November 2015 and December 2015 to a copy of the Per Cap Summary Report prepared by the concessionaire, obtained from management, for the corresponding events.
  - We recomputed the amounts for concessions and other revenue for each twelve month period.
  - We recomputed the sales tax amount for concessions and other revenues for each twelve month period by multiplying the amounts for each category by 7%.
  - We recomputed the sales tax amount for each twelve month period by summing sales tax for concessions and sales tax for other revenues.
  - We agreed the annual sales tax for the period June 1, 2013 through May 31, 2016 to the annual sales tax amounts used in developing Schedule II.
- 20. We obtained from management the monthly detail of sales tax generated from stadium related activities and collected by the merchandiser for the period June 1, 2013 through May 31, 2016.

- 21. For the schedule obtained in step 20 above, we performed the following procedures:
  - We traced and agreed the net sales for November 2013, October 2014 and December 2015 related to Aramark merchandise sales for Buccaneer events, to a copy of the monthly event summary statement prepared by Aramark, obtained from management.
  - For the estimated merchandise sales for USF and other events, we traced and agreed the attendance data for USF vs. Memphis November 2013, USF vs. East Carolina October 2014, and Outback Bowl January 2016, to a copy of the Per Cap Summary Report prepared by the Levy/Aramark, obtained from management, for the corresponding event.
  - We recomputed merchandise revenue amounts for each twelve month period.
  - We recomputed the sales tax amount for merchandise for each twelve month period by the multiplying the revenue amounts by 7%.
  - We agreed the annual sales tax amounts for the period June 1, 2013 through May 31, 2016 to the annual sales tax amounts used in developing Schedule II.
- 22. We obtained from management the monthly detail of sales tax generated from stadium related activities and collected by 717 Parking Enterprises for the period June 1, 2013 through May 31, 2016.
- 23. For the schedule obtained in step 22 above, we performed the following procedures:
  - We traced and agreed the net revenue for November 2013, October 2014 and December 2015 to a copy of the Monthly Parking Management Report prepared by 717 Parking Enterprises, obtained from management, for the corresponding month.
  - We recomputed revenue amounts for each twelve month period.
  - We recomputed the sales tax amount for each twelve month period by multiplying the revenue amounts by 7%.
  - We agreed the annual sales tax amounts for the period June 1, 2013 through May 31, 2016 to the annual sales tax amounts used in developing Schedule II.
- 24. We obtained from management the monthly detail of sales tax generated from stadium related activities and collected by promoters for the period June 1, 2013 through May 31, 2016.
- 25. For the schedule obtained in step 24 above, we performed the following procedures:
  - We traced and agreed gross promoter revenues for Kenny Chesney 2013, One Direction 2014, Monster Jam2 2015, Taylor Swift 2015 and Beyonce concert 2016, to a copy of the TicketMaster Audit Report, obtained from management, for the corresponding event.

- We recomputed the surcharge amount for each event selected above by multiplying the number of tickets sold as reported on the TicketMaster Audit Report for each event by \$2.50.
- We recomputed net promoter revenue amounts for each event by subtracting the surcharge and sales tax for each event from the gross promoter revenue.
- We recomputed the sales tax amount for each event by multiplying net promoter revenue for each event by 7%.
- We recomputed sales tax amounts for each twelve month period by summing each event's sales tax.
- We agreed the annual sales tax amounts for the period June 1, 2013 through May 31, 2016 to the annual sales tax amounts used in developing Schedule II.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the attached schedule. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Tampa Bay Buccaneers and the Florida Department of Economic Opportunity and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully Submitted,

Insero & Co. CPAs, LLP Certified Public Accountants

October \_\_\_\_, 2016

Tampa Bay Buccaneers Schedule I

Expected Amount of Average New Incremental Sales Taxes Raymond James Stadium

Average annual projected incremental sales taxes above the baseline

Projected Incremental Sales Taxes	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	2017-2028
Total projected sales taxes	\$ 6,468,429	\$ 7,723,201	\$ 7,880,329	\$ 8,020,499 \$	8,166,945	8,317,354	\$ 8,470,575 \$	8,626,661	8,785,667	8,947,651	\$ 9,112,669	9,280,781 \$	99,800,761
Less - Baseline	\$ (2,000,000	) \$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000) \$	(2,000,000)	(2,000,000)	\$ (2,000,000) \$	(2,000,000)	(2,000,000)	(2,000,000)	\$ (2,000,000)	(2,000,000) \$	(24,000,000)
Projected incremental sales taxes over baseline	\$ 4,468,429	\$ 5,723,201	\$ 5,880,329	\$ 6,020,499 \$	6,166,945	6,317,354	\$ 6,470,575 \$	6,626,661	6,785,667	6,947,651	\$ 7,112,669	7,280,781 \$	75,800,761

6,316,730

Note 1 - Pursuant to Section 6 B (3) of the statute, since the applicant is applying under section 6 A (4) of the statute, its baseline \$2.0 million.

#### Methodology

Average incremental sales tax is computed by summing the total projected sales taxes for the remaining years of the Stadium Agreement following the commencement of the stadium improvement projects and dividing that total by 12 years. From this number, the \$2 million baseline is subtracted and the result is the average incremental sales taxes per the statute.

These projections include all events at the facility combined excluding Outback Bowl and USF Games not subject to sales tax.

#### Assumptions

- 1) NFL attendance and ticket sales projections for the 2016 through 2020 seasons were developed based on the projected impact of the stadium improvements projects. Enhanced club space and new club areas are expected to be significant factors in driving increased revenue growth. Additionally, Buccaneers ticket prices currently rank among the lowest in the NFL and had not been increased in many seasons prior to 2016. Increased pricing is expected to generate increased sales tax collections for the state. From the 2021 season forward, overall NFL revenues are projected to increase by 2% annually. Non-NFL related event revenue is projected to increase 2% annually.
- 2) Suite revenues through the 2020 season are based on the projected impact of the stadium improvements projects, revised suite designs and configurations and revised pricing. For 2021 forward, suite revenues are assumed to grow at an annual rate of 2%.
- 3) Parking, concessions and merchandise projections through 2020 were developed based on overall stadium attendance projections and the impact of the projects, which are expected to include concessions enhancements and new team retail space in the stadium. 2021 forward assumes overall growth between approximately 1% and 2% per year in concessions, parking and merchandise.
- 4) License fees are projected to grow at 1% annually for the entire projection period.

				Total	Average	
6/1/	/13-5/31/14	6/1/14-5/31/15	6/1/15-5/31/16	June 13-May 16	Per Year	
\$	6,069,435 \$	6,038,340 \$	6,965,336	\$ 19,073,111	\$ 6,357,704	1

#### **Methodology and Assumptions**

- 1) Sales taxes on the Stadium Agreement in 2014 and 2015 has been adjusted to agree to the amount paid in 2016 as that is the expected amount to be paid for those years.
- 2) 2016 parking for the Beyonce Concert and the Sunset Music Festival is based on estimates provided by TSA.
- 3) Concessions and related amounts are based on actual revenue reported by concessionaire for all events except for Sunset Music Festival, which is based on a \$10.00 per attendee estimate.
- 4) Merchandise amounts are based on actual revenue provided by vendors for all events except USF Games, Outback Bowl, Blue Grey High School Game, Monster Jam I and II, and Sunset Music Festival. USF Games, Outback Bowl, Blue Grey High School Game, Monster Jam I and II, and Sunset Music Festival are based on \$1.50 per attendee estimate per TSA.
- 5) Taxable admissions (non-NFL related) amounts are based on reports provided by TSA except for the Blue Grey High School Game, IIFA 2014 and the Sunset Music Festivals in 2014 and 2015, which are based on estimates.

## C - II(A)

# TAB NOT USED - RESPONSE CAN BE FOUND IN THE BODY OF THE APPLICATION

## C - II(B)

# TAB NOT USED - RESPONSE CAN BE FOUND IN THE BODY OF THE APPLICATION

## C - II(C)

# TAB NOT USED - RESPONSE CAN BE FOUND IN THE BODY OF THE APPLICATION

## C - II(D)

#### C-II - (D) - Anticipated Increases in Average Attendance and Ticket Sales

	Actual	Projected	2017-2028	2017-2028											
	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	Total	Average
Projected Raymond James Stadium (RJS) Attendance	931,707	936,051	980,193	989,994	999,894	1,009,893	1,014,458	1,019,069	1,023,727	1,028,430	1,033,181	1,037,979	1,042,826	12,115,695	1,009,641
													•		
Projected increase over preceding period		4,344	44,142	9,802	9,900	9,999	4,565	4,611	4,657	4,704	4,751	4,798	4,846	111,119	
Projected increase over projected June 30, 2016 projecte	d attendance	4,344	48,486	58,287	68,187	78,186	82,751	87,362	92,020	96,723	101,474	106,272	111,119	935,211	77,934
		Projected	2017-2028	2017-2028											
		Increase of YE													
		6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	Total	Average
Projected Increase in RJS Ticket Sales		over YE 6/30/16													
Projected increase over preceding period		\$ 757,864	\$ 13,101,182	\$ 1,490,589	\$ 1,520,854	\$ 1,551,730	\$ 1,542,793	\$ 1,573,649	\$ 1,605,122	\$ 1,637,224	\$ 1,669,969	\$ 1,703,368	\$ 1,737,435	\$ 29,891,779	
Projected increase in RJS Ticket Sales over															
6/30/16 revenues		\$ 757,864	\$ 13,859,046	\$ 15,349,636	\$ 16,870,489	\$ 18,422,219	\$ 19,965,012	\$ 21,538,661	\$ 23,143,783	\$ 24,781,007	\$ 26,450,976	\$ 28,154,344	\$ 29,891,779	\$ 239,184,817	\$ 19,932,068

<sup>\*</sup>Net of sales taxes and surcharges

## C - II(E)

# TAB NOT USED - RESPONSE CAN BE FOUND IN THE BODY OF THE APPLICATION

## **C** – **II(F)**

#### C-II - (F) - Anticipated Increases in Average Expenditure

#### Average Expenditure Amount per Attendee and Growth in Average Expenditure Amount per Attendee

	A	ctual	Pro	ojected	Pro	ojected	Pro	ojected	Pr	ojected	Pr	ojected	Pr	ojected	Pr	ojected	Pro	jected	Pr	ojected	Pre	ojected	Pr	ojected	Pr	ojected
				1		2		3		4		5		6		7		8		9		10		11		12
	6/3	0/2016	6/3	30/2017	6/3	0/2018	6/3	0/2019	6/3	30/2020	6/3	30/2021	6/	30/2022	6/	30/2023	6/3	0/2024	6/3	30/2025	6/3	30/2026	6/3	30/2027	6/3	30/2028
Admissions	\$	63.02	\$	63.54	\$	74.04	\$	74.82	\$	75.60	\$	76.38	\$	77.56	\$	78.75	\$	79.96	\$	81.19	Ś	82.43	\$	83.69	Ś	84.97
Merchandise	\$	3.97	\$	4.19	\$	5.11	\$	5.15	\$	5.18	\$	5.22	\$	5.24	\$	5.27	\$	5.30	\$	5.33	Ś	5.36	Ś	5.39	Ś	5.41
Concessions sales	\$	16.43	\$	16.52	\$	16.54	\$	16.57	\$	16.59	\$	16.62	\$	16.71	\$	16.80	Ś	16.89	Ś	16.98	Ś	17.07	Š	17.16	Š	17.26
Other	\$	3.45	\$	3.48	\$	3.49	\$	3.49	\$	3.49	\$	3.49	\$	3.51	\$	3.53	\$	3.55	\$	3.57	\$	3.59	\$	3.61	\$	3.62

## **C – II(G)**

# TAB NOT USED - RESPONSE CAN BE FOUND IN THE BODY OF THE APPLICATION

## C - II(H)

#### C-II - (H) - Anticipated Increase in Parking Revenue

		Actual				ected	Projected	Projected	2017-2028	2017-2028									
	6	30/2016	6/30	/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	Total	Average		
Projected Raymond James Stadium Parking Revenues*	\$	3,212,072	\$ 3,2	62,072	\$ 3,422,072	\$ 3,456,292	\$ 3,490,855	\$ 3,525,764	\$ 3,561,022	\$ 3,596,632	\$ 3,632,598	\$ 3,668,924	\$ 3,705,613	\$ 3,742,669	\$ 3,780,096	\$ 42,844,609	\$ 3,570,384		
Projected increase over preceding period			\$	50,000	\$ 160,000	\$ 34,221	\$ 34,563	\$ 34,909	\$ 35,258	\$ 35,610	\$ 35,966	\$ 36,326	\$ 36,689	\$ 37,056	\$ 37,427	\$ 568,024			
Projected increase			\$	50,000	\$ 210,000	\$ 244,221	\$ 278,784	\$ 313,692	\$ 348,950	\$ 384,560	\$ 420,526	\$ 456,852	\$ 493,542	\$ 530,598	\$ 568,024	\$ 4,299,749	\$ 358,312		

<sup>\*</sup>Net of sales taxes and surcharges

## C - II(I)

C-II - (I) - Total Taxable Lease Agreements

	<u></u>	Leases, net
06/1/2013 - 05/31/2014	\$	13,652,496
06/1/2014 - 05/31/2015	\$	12,969,880
06/1/2015 - 05/31/2016	\$	12,577,497
Total	\$	39,199,873

Note - The amounts above include only the portion of the Stadium Agreement payment that is subject to sales taxes.

## C - II(J)

C-II - (J) - Anticipated Increase in Lease Revenue

Projected Raymond James Stadium Lease Revenue*		ojected Projected 0/2018 6/30/2019	Projected Projects 6/30/2020 6/30/20		Projected 6/30/2023	Projected 6/30/2024	Projected 6/30/2025	Projected 6/30/2026	Projected 6/30/2027	Projected 6/30/2028	2017-2028 Total	2017-2028 Average	1
Projected increase over the actual year ended 6/30/16	\$ 373,582 \$ 3	3,176,769 \$ 3,586,412	: \$ 3,749,963 \$ 3,942	,288 \$ 4,266,684	\$ 4,597,567	\$ 4,935,069	\$ 5,279,320	\$ 5,630,456	\$ 5,988,615				,

<sup>\*</sup>Net of sales taxes and surcharges

From a methodology standpoint, suite license projections through 2020 are based on the expected Impact of the stadium Improvements projects. Stadium Agreement payments above include only the amounts that are expected to be subject to sales taxes.

## C - II(K)

# TAB NOT USED - RESPONSE CAN BE FOUND IN THE BODY OF THE APPLICATION

## C - II(L)

### Not Applicable

## C - II(M)

### Not Applicable

## C - II(N)

# TAB NOT USED - RESPONSE CAN BE FOUND IN THE BODY OF THE APPLICATION

# **Supplemental**

# **Contractor Bids**

October 27, 2016

Florida Department of Economic Opportunity 107 East Madison Street Mail Station 80 Caldwell Building Tallahassee, Florida 32399

Re:

**Bid Process** 

#### Ladies and Gentlemen:

In 2014, the Buccaneers Football Stadium Limited Partnership (BSLP) prepared and sent a request for proposal document related to various stadium improvements that were being contemplated to a number of general contractors. Three general contractors responded to the request for proposal:

DPR Construction	January 28, 2015	\$141,192,677
Clark Construction Group, LLC	December 10,2014	\$122,407,000
Manhattan Construction (Florida), Inc.	December 10,2014	\$122,000,000

In September 2015, BSLP has engaged Manhattan Construction (Florida), Inc. as its general contractor. As is typical with most projects of this size, now that the general contractor is in place there will be some additions, substitutions and modifications to the original project scope, along with the normal value engineering that takes place before construction begins. While the total cost of the project will be at least \$100,000,000, the specific project scope to be completed by the Contractor may be modified through changes in the architect's drawings and specifications. As part of the contract between BSLP and the Department, as-built drawings describing the final project scope will be provided by BSLP to the department as part of the independent sales tax analysis required by Section 288.11625(7), Florida Statutes.

Thank you for your consideration.

BUCCANEERS STADIUM LLC, a limited liability company formerly known as Buccaneers Football Stadium Limited Partnership,

By: Buccaneers Holdings LLC, a Delaware limited liability company, its sole owner

By: Tampa Bay Broadcasting, Inc., its Manager

Ву:	
	Brian Ford, Chief Operating Officer

# **Manhattan Bid**

# SECTION 00-4100 BID FORM

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 10, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations, including:

- Bid Package 1A West Atrium and Club
- Bid Package 1B East Atrium and Club
- Bid Package 2 Suites
- Bid Package 3 Video / Ribbon / Board / Sound System
- Bid Package 4 Concessions & Plazas
- Bid Package 5 Mechanical Infrastructure
- Bid Package 6 Electrical Infrastructure
- Bid Package 7 New Home Team Locker Room
- Bid Package 8 Visiting Team Locker Room
- Bid Package 9 Main Concourse Slab Extension / Patio
- Bid Package 10 West Club Seat Replacement
- Bid Package 11 Sponsor Terraces
- Bid Package 12 Conference Rooms
- Bid Package 13 Graphics and Wayfinding
- Bid Package 14 Practice Facility (not included)
- Bid Package 15 Main Concourse 2015 Upfit

in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: ONE HUNDERD TWENTY TWO M	MUMON TWO /100 TOWARS
	Dollars (\$Dollars (\$

The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.

Addendum No. 1	_ dated 10/30/14
Addendum No. 2	dated 11/11/14.
Addendum No. 3	dated 11/12/14
Addendum No. 4	dated 11/25/14.
Addendum No.	dated

Manhattan Construction (Florida), Inc.

(Name of Firm or Corporation making bid)

By: Clodd Fultz

Vice President

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS

(Proprietorship or Partnership)

ATTEST:

BY:

TITLE: read

(Corp. Sec., or Assist. Sec. Only)

(CORPORATE SEAL)

#### SECTION 00-4100-1A

# BID FORM - BID PACKAGE 1A

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - WEST ATRIUM AND CLUB

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 1A - West Atrium and Club in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Twenty One Million Five Hundred Ninety-six Thousand One Hundred Ninety-three

	and 00/100	_Dollars (\$ <u>21,596,193.00</u>	_).
--	------------	-----------------------------------	-----

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 1A by 7/31/2016, 2015. Contractor shall note that each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

See Attached Schedule

**PRINCIPAL SUB-BIDDERS:** The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor	
BCH/Blume/Nash Mechanical	
Fire Protection Contractor	
Cox/Fire Safety/ Piper	
Plumbing Contractor	
BCH/Blume / Nash Mechanical	
Electrical Contractor	
A&A/ APG/ M.C Dean	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into accordance preparation of his proposal.	count in
Addendum No. 1 dated 10/30/14.	
Addendum No. 2 dated 11/11/14	
Addendum No. 3 dated 11/12/14.	
Addendum No. 4 dated 11/25/14.	
Addendum No dated	

Manhattan Construction (Florida), Inc.
(Name of Firm or Corporation making bid)
By: Todd Fultz
Vice President
Title: (Owner, Partner, or Corn Pres or Vice-Pres Only)

WITNESS:

(Proprietorship or Partnership)

ATTEST:

TITLE: Vice President
(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



Bid I	ackage Number	01-a
	the gradient and the control of the state of the control of the co	01-9

Division	Amount	Clarifications
Division 01 - General Requirements	\$1,329,21	
Division 02 - Existing Conditions	\$607,778	
Division 03 - Concrete	\$169,929	
Division 04 - Masonry		With Concrete
Division 05 - Metals	\$751,890	
Division 06 - Wood, Plastics, and Composites	\$2,040,339	
Division 07 - Thermal and Moistuire Protection	\$443,482	
Division 08 - Openings	\$1,928,968	
Division 09 - Finishes	\$4,376,254	
Division 10 - Specialties	\$65,885	
Division 11 - Equipment	\$1,348,072	·
Division 12 - Furnishings	\$60,247	
Division 13 - Special Construction		NA
Division 14 - Conveying Equipment	\$747,142	
Division 15 -	The same of the sa	NA
Division 16 -		NA
Division 20 -		NA NA
Division 21 - Fire Suppression	\$307,760	
Division 22 - Plumbing	\$2,351,812	
Division 23 - Heating, Ventilating, and Air Conditioning		With Plumbing
Division 24 -		NA NA
Division 25 - Integrated Automation		NA
Division 26 - Electrical	\$2,668,348	INA
Division 27 - Communications	\$1,387,680	
Pivision 28 - Electronic Safety and Security		NA .
livision 29 -		NA NA
Plvision 30 -	\$0 \$0	
ivision 31 - Earthwork		
ivision 32 - Exterior Improvements		NIC NIC
lvision 33 - Utilities		NIC
Allowances	\$0	
Permit & Insurance	\$180,770	NA
otal Cost of Work		
26	\$20,765,570	
roject Total	\$830,623	
ternate 1	\$21,596,193	
ternate 2		See Alternate Section
ternate 3		See Alternate Section
Iditional Alternates		See Alternate Section
	AND REAL PROPERTY OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN THE PERSON NAMED	See Alternate Section
stal Construction Cost	\$21,596,193	

#### **SECTION 00-4100-1B**

# BID FORM - BID PACKAGE 1B

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - EAST ATRIUM AND CLUB

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. <u>CGC1520820</u>

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 1B - East Atrium and Club in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Sixteen Million Nine Hundred Eighty-seven Thousand Five Hundred Eleven

	and 00/100	Dollars (\$_16,987,511.00	_).
--	------------	---------------------------	-----

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 1B by 7/31/2016, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

\* See Attached Schedule

PRINCIPAL SUB-BIDDERS: The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor	
BCH/Blume / Nash Mechanical	
Fire Protection Contractor	
Cox/Fire Safety / Piper	
Plumbing Contractor	
BCH/Blume / Nash Mechanical	
Electrical Contractor	
A&A / APG/ M.C Dean	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them in preparation of his proposal.	to account in
Addendum No. 1 dated 10/30/14	
Addendum No. 2 dated 11/11/14.	
Addendum No. 3 dated 11/12/14	
Addendum No. 4 dated 11/25/14.	
Addendum No dated	

Manhattan Construction (Florida), Inc.
(Name of Firm or Corporation making bid)
By: Todd Fultz
Vice President
Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

Terry/Donathan

TITLE: <u>Vice President</u> (Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER12, 2014 BID BREAKDOWN



Bid Package Number	01-b

Division	Amount	Clarifications
Division 01 - General Requirements	\$978,46	
Division 02 - Existing Conditions	\$384,88	
Division 03 - Concrete	\$141,26	
Division 04 - Masonry		0 With Concrete
Division 05 - Metals	\$729,01	
Division 06 - Wood, Plastics, and Composites	\$2,040,69	
Division 07 - Thermal and Moistuire Protection	\$268,47	
Division 08 - Openings	\$613,50	
Division 09 - Finishes	\$3,914,818	
Division 10 - Specialties	\$77,163	
Division 11 - Equipment	\$1,345,652	<del></del>
Division 12 - Furnishings		D NA
Division 13' - Special Construction		DINA
Division 14 - Conveying Equipment	\$333,022	<del></del>
Division 15 -		) NA
Division 16	<del></del>	NA .
Division 20 -		NA NA
Division 21 - Fire Suppression	\$247,884	
Division 22 - Plumbing	\$1,534,281	-L
Division 23 - Heating, Ventilating, and Air Conditioning		<u></u>
Division 24 -		With Plumbing
Division 25 - Integrated Automation		NA NA
Division 26 - Electrical		INA
Division 27 - Communications	\$2,255,823	
Division 28 - Electronic Safety and Security	\$1,325,292	
Division 29 -		NA
Division 30 -		NA
ivision 31 - Earthwork		NA
ivision 32 - Exterior Improvements		NIC
ivision 33 - Utilities		NIC
Allowances		NIC
Permit & Insurance	\$0	NA
otal Cost of Work	\$143,900	
26	\$16,334,145	
roject Total	\$653,366	
ternate 1	\$16,987,511	
ternate 1		See Alternate Section
ternate 3		See Alternate Section
Iditional Alternates	\$0	See Alternate Section
	\$0	See Alternate Section
tal Construction Cost	\$16,987,511	

#### **SECTION 00-4100-2**

# BID FORM - BID PACKAGE 2

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - SUITES

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations - Bid Package 2 - Suites in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Twenty-seven Million Six	Thousand Eight Hundred Ninety-four and 00/100
	Dollars (\$_27,006,894.00 ).
ALTERNATES	

#### <u>ALTERNATES</u>

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount added or deducted to the base bid.

Alternate No. 1. Provide new fan coil units in the Man Cave Suites in lieu of relocating the existing units as indicated on the Drawings and as specified in the Project Manual.

(Add) Two Hundred Eighty-five and 00/100	
	Dollars (\$ 285,000.00

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid 7/31/, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations - Bid Breakdown included in the Project Manual.

See Attached Schedule

**PRINCIPAL SUB-BIDDERS:** The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor	
BCH / Blume / Nash Mechanical	
Fire Protection Contractor	
Cox/Fire Safety/Piper	X X
Plumbing Contractor	
BCH/Blume / Nash Mechanical	
Electrical Contractor	2
A&A /APG/ M.C Dean	
The Bidder acknowledges receipt of all Add preparation of his proposal.	lenda as listed below and has taken them into account in
Addendum No. 1 dated 10/30/14.	
Addendum No. 2 dated 11/11/14	
Addendum No. 3 dated 11/12/14	
Addendum No. 4 dated 11/25/14.	
Addendum No dated	

Manhattan Construction (Florida), Inc.
(Name of Firm or Corporation making bid)
By: Todd Eultz
Vice President
Title: (Owner, Partner, or Corn, Pres, or Vice-Pres, Only)

WITNESS:

(Proprietorship or Partnership)

ATTEST:

uv.

Terry/Donathan

TITLE: Vice President

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



Bid Package Number	The second section of the
P. C.	02

Division	Amount	Clarifications
Division 01 - General Requirements	\$1,764,78	
Division 02 - Existing Conditions	\$775,49	
Division 03 - Concrete	\$157,693	
Division 04 - Masonry		W/Concrete
Division 05 - Metals	\$461,019	
Division 06 - Wood, Plastics, and Composites	\$4,038,512	
Division 07 - Thermal and Moistuire Protection	\$372,278	
Division 08 - Openings	\$2,447,001	
Division 09 - Finishes	\$3,348,521	<del></del>
Division 10 - Specialties	\$172,358	
Division 11 - Equipment	\$1,264,489	
Division 12 - Furnishings	\$510,391	<u> </u>
Division 13 - Special Construction		NA .
Division 14 - Conveying Equipment		NA
Division 15 -		NA
Division 16 -	<u> </u>	NA
Division 20 -		NA
Division 21 - Fire Suppression	\$345,976	
Division 22 - Plumbing	\$5,001,920	
Division 23 - Heating, Ventilating, and Air Conditioning		With Plumbing
Division 24 -		NA
Division 25 - Integrated Automation		NA
Division 26 - Electrical	\$3,754,994	MA
Division 27 - Communications	\$1,328,189	
Division 28 - Electronic Safety and Security		NA
Division 29		NA NA
Division 30 -	\$0	
Division 31 - Earthwork		NIC
ivision 32 - Exterior Improvements		NIC
livision 33 - Utilities		NIC
Allowances	\$0 \$0	
Permit & Insurance	\$224,555	144
otal Cost of Work	\$25,968,168	
ee	\$1,038,727	
roject Total		
Iternate 1	\$27,006,894	See Alternation
iternate 2		See Alternate Section
Iternate 3		See Alternate Section
dditional Alternates		See Alternate Section
stal Construction Cost	\$27,006,894	See Alternate Section

#### **SECTION 00-4100-3**

### **BID FORM - BID PACKAGE 3**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - VIDEO/RIBBON BOARD/SOUND SYSTEM

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be dene, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations — Bid Package 3 — Video/Ribbon Board/Sound System in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Twenty-four Million Two Hundred Thirty-nine thousand Eight Hundred and
00/100 Dollars (\$ 24,239,800.00 ) OPTIONS
Options as indicated in Section 11-6350 shall reflect the net cost (add or deduct) for the option and all impacted elements. In the event the supplier cannot quote a specific product, list NA for that option.
Option 11-6350-A1.
(Add/Deduct)No Bid
Option 11-6350-A2.
(Add/Deduct) Thirty-four Thousand Three Hundred and 00/100
Dollars (\$ 34,300.00
Option 11-6350-A3.
(Add) Deduct) One Hundred Twenty-three Thousand Two Hundred Fifty and 00/100
Option 11-6350-B1,
(Add/Deduct) No Bid

Option 11-6350-B2.	
(Add/Deduct) Three Hundred Five Thousand	and 00/100
	Dollars (\$ 305,000.00
Option 11-6350-C[a.	
Add/Deduct) One Hundred Thirty-six Thousa	nd Eight Hundred and 00/100
	Dollars (\$ 136,800.00
Option 11-6350-C1b.	,
(Add/Deduct)No Bid	
0-811 (250 00	Dollars (\$No Bid
ODBOU 11-0350-C2a.	
(Add/Deduct) No Bid	
Option 11-6359-C2b.	
(Add/Deduct) Fifteen Thousand Five Hundred a	and 00/100
	Dollars (\$ 15,500.00
Option 11-6350-C2c.	
(Add/Deduct) No Bid	
Option 11-6350-C2d.	Dollars (\$No Bid
(Add/Deduct) Six Thousand and 00/100	
Zadation consumer and consumer	Dollars (\$ 6,000,00
Option 11-6350-C3a.	A second
(Add Deduct) Seventeen Thousand Two Hund	red and 00/100
Option 11-6350-C3b.	Dollars (\$ 17,200.00
Add Deduct) Ten Thousand Two Hundred and	00/100
- Tarisford drive	VO/ I VV

	Dollars (\$ No Bid).
(Add/Deduct) No Bid	2
Option 11-6350-E1.	Dollars (\$ 168,300,00
Add Deduct) One Hundred Sixty-eight Thou	usand Three Hundred and 00/100
Option 11-6350-D2.	
	Dollars (\$_158,000.00
(Add/Deduct) One Hundred Fifty-eight Thou	usand and 00/100
Option 11-6350-D1,	Dollars (\$ 166,000.00
(Add/Deduct) One Hundred Sixty-six Thous	
Option 11-6350-C3g.	100 H 00 H 00
Ontion 11 4250 (27-	Dollars (\$ 157,600.00
(Add Deduct) One Hundred Fifty-seven Th	ousand Six Hundred and 00/100
Option 11-6350-C3f.	Dollars (\$ 7,800.00
(Add)Deduct) Seven Thousand Eight Hunc	dred and 00/100
Option 11-0330-C.36.	
	Dollars (\$ No Bid
(Add/Deduct) No B	id
Option 11-6350-C3d.	Dollars (\$ No Bid
(Add/Deduct) No Bid	
Option 11-6350-C3c.	Dollars (\$ 10,200.00
	F1-11 (0 1/1 200 AB)

Option AV8-2-1a.	
(Add/Deduct) Six Hundred Seventy-for	ur Thousand and 00/100
	Dollars (\$ 674,000.00
Option AV8-2-1b.	
(Add Deduct) One Million Forty-eight T	housand and 00/100
	Dollars (\$ 1,048,000.00
Option AV8-2-1c.	
(Add/Deduct) No Bio	
	Dollars (\$No Bid
Option AV8-2-2.	
(Add Deduct) Twenty Five Thousand S	ix Hundred and 00/100
	Dollars (\$ <u>25,600.00</u> )
Option AV8-2-3.	
(Add/Deduct) No	Bid
	Dollars (\$ No Bid)
Option AV8-3-1a.	
Add/Deduct) Six Hundred Seventy-four	Thousand and 00/100
	Dollars (\$ <u>674,000.00</u> ).
Option AV8-3-1b.	
(Add Deduct) One Million Forty-eight Th	ousand and 00/100
	Dollars (\$ 1,048,000.00
Option AV8-3-1c.	
(Add/Deduct) No E	

	Dollars (\$ No Bid).
Option AV8-3-2.	
Add Deduct) Twenty Six Thousand and 00/100	
	Dollars (\$ 26,000.00 ).
Option AV8-3-3.	,
(Add/Deduct) No Bid	0 mm = 17 Girman
Option AV8-8-1.	
(Add/Deduct) Seventy Nine Thousand and 00/100	· · ·
	Dollars (\$ 79,000.00 ).
Option AV8-23.	
(Add/Deduct) One Million Six Hundred Forty-six Th	ousand Four Hundred and 00/100
Option AV8-20.	
Add Deduct) Three Million Three Hundred Eighty	Thousand Two Hundred Fifty and 00/10
Option AV8-31.	
[Add/Deduct) No Bid	
	Dollars (\$ No Bid )

#### **UNIT COSTS**

The following unit costs are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment in the event contract changes in the Work are required involving items described. It is understood and agreed that unit costs are separately subject to acceptance by the Owner and that such prices are not part of the Contract except as accepted and entered in the Agreement. Unit prices shall include all fccs, taxes, profit, overhead and similar items.

TT 's Country company	
Unit Cost 11-6350-A1.	\$39,200
Unit Cost 11-6350-A2.	\$41,500
Unit Cost 11-6350-B1.	\$9,100
Unit Cost 11-6350-B2.	\$27,000
Unit Cost 11-6350-B3.	\$4,900
Unit Cost 11-6350-B4.	\$1,900
Unit Cost 11-6350-C1.	\$135,000
Unit Cost 11-6350-C2.	\$73,500
Unit Cost 11-6350-C3.	\$40,000
Unit Cost 11-6350-C4.	\$\$212,300
Unit Cost 11-6350-C5G.	\$53,300
Unit Cost 11 6350-C51.	
Unit Cost 11-6350-C5S.	\$136,200
Unit Cost 11-6350-C5G.	
Unit Cost 11-6350-C6.	\$78,600
Unit Cost 11-6350-D1.	\$358,000
Unit Cost 11-6350-D2a.	\$ 90,000
Unit Cost 11-6350-D2b.	\$122.300
Unit Cost 11-6350-D2c.	
	\$ <u>116,800</u>

Unit Cost 11-6350-D3.	dt.	400.000
Unit Cost 11-6350-E1.	\$	106,000
Unit Cost 11-6350-E2.	\$	9,400
Unit Cost 11-6350 E3	\$	1,350
	\$	
Unit Cost 11-6350-F1.	\$	140,000
Unit Cost 11-6350-F2.	\$	<b>267,200</b> .
Unit Cost AV8-1.	\$	375,150.
Unit Cost AV8-1a.	\$	No Bid
Unit Cost AV8-1b.	\$	No Bid
Unit Cost AV8-1c.	\$	No Bid
Unit Cost AV8-1d.	\$	30,000
Unit Cost AV8-1e.	\$	31,250.
Unit Cost AV8-1f.	5	
Unit Cost AV8-1g.	\$	33,000
Unit Cost AV8-1h.	· <u></u> -	<b>34,500</b> .
Unit Cost AV8-1i.	\$	36,200
	\$	38,000
Unit Cost AV8-1j.	\$	40,000
Unit Cost AV8-1k.	\$	42,000
Unit Cost AV8-11.	<b>S</b>	44,000
Unit Cost AV8-1m.	\$	46,200.
Unit Cost AV8-2	S	320,000
Unit Cost AV8-2a.	The state of the s	
	\$	9,500

T	Init Cost AV8-2b.		40.000
	Init Cost AV8-2c.	\$	12,000
		\$	14,300.
U	nit Cost AV8-2d.	\$	16,700
U	nit Cost AV8-2e.	\$	19,000.
U	nit Cost AV8-2f.	\$	21,400.
U	nit Cost AV8-2g.	\$	23,800.
Uı	nit Cost AV8-2h.	\$	26,200
Uı	nit Cost AV8-2i.	\$	28,500
Ur	nit Cost AV8-2j.	\$	32,000.
Un	nit Cost AV8-2k.	\$	34,500
Un	nit Cost AV8-21.	\$ \$	39,300
Un	it Cost AV8-2m.	\$	42,800
<u>Un</u>	it Cost AV8-3.		328,400
Un	ît Cost AV8-3a.	\$	29,800
Un	it Cost AV8-3b.	\$	
Uni	it Cost AV8-3c.		31,200
Lini	t Cost AV8-3d.	\$	<u>32,800</u> .
		\$	34,400
Uni	t Cost AV8-3e.	\$	36,200
Uni	t Cost AV8-3f.	\$	38,000
Uni	t Cost AV8-3g.	\$	40,000
Unit	t Cost AV8-3h.	\$	42,000
Unit	Cost AV8-3i.	S	44,000
Unit	Cost AV8-4,	 3	298,400
		OP.	

Unit Cost AV8-4a.	\$ No Bid
Unit Cost AV8-4b.	\$ 31,200.
Unit Cost AV8-4c.	\$32,800.
Unit Cost AV8-4d.	\$34,400
Unit Cost AV8-4e.	\$ <u>36,200</u> .
Unit Cost AV8-4f.	\$38,000
Unit Cost AV8-4g.	\$40,000.
Unit Cost AV8-4h.	\$ 41,800.
Unit Cost AV8-4i.	\$44,000.
Unit Cost AV8-5.	\$ 62,900
Unit Cost AV8-5a.	\$ No Bid
Unit Cost AV8-5b.	\$ No Bid .
Unit Cost AV8-5c.	\$ <u>6,600</u> .
Unit Cost AV8-5d.	<b>36,900</b> .
Unit Cost AV8-5e.	\$
Unit Cost AV8-5f.	\$7,600
Unit Cost AV8-5g.	\$ <u>8,000</u> .
Unit Cost AV8-5h.	\$8,400.
Unit Cost AV8-5i.	\$8,800
Unit Cost AV8-5j.	<b>S</b> 9,300
Unit Cost AV8-6.	\$ 2,800

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.

Addendum No. 1	dated 10/30/14		
Addendum No. 2	dated 11/11/14		
Addendum No. 3	dated 11/12/14		
Addendum No. 4	dated 11/25/14		
Addendum No dated			
*See Attached Schedule			

Manhattan Construction (Florida), Inc.

(Name of Firm or Corporation making bid)

By: Todd-Fultz

Vice President

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY:

Terry Donathan

TITLE: Vice President

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

## RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



Rid Proles of New I	
Bid Package Number	0.0
	1 03 1

Division	Amount	Clarifications
Division 01 - General Requirements	\$1,101,920	
Division 02 - Existing Conditions	\$348,159	
Division 03 - Concrete	\$33,417	
Division 04 - Masonry		W/Concrete
Division 05 - Metals	\$1,551,459	
Division 06 - Wood, Plastics, and Composites		NA -
Division 07 - Thermal and Moistuire Protection	\$1,421,759	
Division 08 - Openings	\$37,010	
Division 09 - Finishes	\$145,288	.1
Division 10 - Specialties	\$262,989	
Division 11 - Equipment	\$11,817,569	
Division 12 - Furnishings		NA
Division 13 - Special Construction	f	NA
Division 14 - Conveying Equipment	Control of the Contro	NA
Division 15 -	THE RESIDENCE AND ADDRESS OF THE PARTY.	NA
Division 16 -		NA
Division 20 -		NA NA
Division 21 - Fire Suppression	\$82,079	NA.
Division 22 - Plumbing	\$753,522	
Division 23 - Heating, Ventilating, and Air Conditioning		With Plumbing
Division 24 -		NA NA
Division 25 - Integrated Automation		NA NA
livision 26 - Electrical	\$809,491	INA
Pivision 27 - Communications	\$4,741,922	
ivision 28 - Electronic Safety and Security		NA .
Pivision 29 -		NA NA
ivision 30 -		NA NA
ivision 31 - Earthwork		NIC
Ivision 32 - Exterior Improvements		NIC
ivision 33 - Utilities		
Allowances		NIC
Permit & Insurance	\$0 \$200,918	NA
otal Cost of Work		
e e	\$23,307,500	
roject Total	\$932,300	
ternate 1	\$24,239,800	
Iternate 1		See Alternate Section
		See Alternate Section
Iternate 3		See Alternate Section
dditional Alternates		See Alternate Section
ital Construction Cost	524,239,800	30/0

#### **SECTION 00-4100-4**

### **BID FORM - BID PACKAGE 4**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - CONCESSSIONS & PLAZAS

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 4 – Concessions & Plazas in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Six Million Three Hundred Seventy-eight Thousand Nine Hundred Fourteen

and 00/100 Dollars (	<b>6,378,914.00</b> ).
----------------------	------------------------

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

\* See Attached Schedule

PRINCIPAL SUB-BIDDERS: The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor
BCH/Blume / Nash Mechanical
Fire Protection Contractor
Cox/Fire Safety/ Piper
Plumbing Contractor
BCH/Blume / Nash Mechanical
Electrical Contractor
A&A / APG / M.C.Dean
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. 1 dated 10/30/14
Addendum No. 2 dated 11/11/14.
Addendum No. 3 dated 11/12/14 .
Addendum No. 4 dated 11/25/14.
Addendum No dated

Manhattan Construction (Florida), Inc.
(Name of Firm or Corporation making bid)

By: Todd Pultz

Vice President

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

Terry Donathan

TITLE: <u>Vice President</u>

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



Bid Package Number	
Did I deliege Relined	04

Division	Amount	Clarifications
Division 01 - General Requirements	\$428,71	
Division 02 - Existing Conditions	\$204,678	
Division 03 - Concrete	\$52,212	
Division 04 - Masonry		D W/Concrete
Division 05 - Metals	\$105,825	
Division 06 - Wood, Plastics, and Composites		DINA
Division 07 - Thermal and Moistuire Protection	\$455,440	
Division 08 - Openings	\$217,343	<del></del>
Division 09 - Finishes	\$247,739	
Division 10 - Specialties		NA .
Division 11 - Equipment	\$1,023,894	
Division 12 - Furnishings		NA
Division 13 - Special Construction		NA
Division 14 - Conveying Equipment	<u> </u>	NA
Division 15 -		NA
Division 16 -		NA
Division 20 -		NA
Division 21 - Fire Suppression	\$50,592	<u>,                                     </u>
Division 22 - Plumbing	\$665,739	
Division 23 - Heating, Ventilating, and Air Conditioning		With Plumbing
Division 24 -		NA
Division 25 - Integrated Automation		NA
Division 26 - Electrical	\$918,947	
Division 27 - Communications	\$707,416	
Division 28 - Electronic Safety and Security		NA
Division 29 -		NA
Division 30 -		NA
Division 31 - Earthwork		NIC
Division 32 - Exterior Improvements		NIC
Division 33 - Utilities		NIC
Allowances	\$1,000,000	
Permit & Insurance	\$55,031	
otal Cost of Work	\$6,133,571	
ee	\$245,343	
roject Total	\$6,378,914	
lternate 1		See Alternate Section
Iternate 2	the second secon	tide to produce the state of th
Iternate 3		See Alternate Section
dditional Alternates		See Alternate Section
otal Construction Cost	\$6,378,914	See Alternate Section

#### **SECTION 00-4100-5**

## **BID FORM - BID PACKAGE 5**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – MECHANICAL INFRASTRUCTURE

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations — Bid Package 5 — Mechanical Infrastructure in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Six Million One Hundred Sixteen Thousand Six Hundred Twenty-eight and 00/100

Dollars (\$ 6,116,628.00 ).

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 5 by 7/31/2016, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

- \* See Attached Schedule
- Phased Completion

PRINCIPAL SUB-BIDDERS: The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor	
BCH / Blume	
Fire Protection Contractor	
Cox/Fire Safety/ Piper	
Plumbing Contractor	
BCH/Blume	
Electrical Contractor	
A&A / APG / M.C Dean	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them int preparation of his proposal.	o account in
Addendum No. 1 dated 10/30/14	
Addendum No. 2 dated 11/11/14,	
Addendum No. 3 dated 11/12/14.	
Addendum No. 4 dated 11/25/14.	
Addendum No dated	

Manhattan Construction (Florida), Inc.

(Name of Firm or Corporation making bid)

Vice President
Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

Terry Donathan

TITLE: Vice President

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



Bid Package Number	05

Division	Amount	Clarifications
Division 01 - General Requirements	\$500,742	
Division 02 - Existing Conditions	\$26,949	
Division 03 - Concrete	\$93,190	<u></u>
Division 04 - Masonry		W/Concrete
Division 05 - Metals	\$1,948	
Division 06 - Wood, Plastics, and Composites		NA .
Division 07 - Thermal and Moistuire Protection		NA .
Division 08 - Openings	\$4,037	
Division 09 - Finishes	\$44,923	<u> </u>
Division 10 - Specialties		NA
Division 11 - Equipment		NA
Division 12 - Furnishings		NA
Division 13 - Special Construction		NA NA
Division 14 - Conveying Equipment		NA
Division 15 -		NA
Division 16 -		NA
Division 20 -		NA
Division 21 - Fire Suppression		NA
Division 22 - Plumbing	\$4,868,448	INA .
Division 23 - Heating, Ventilating, and Air Conditioning		With Plumbing
Division 24 -	\$0	
Division 25 - Integrated Automation	\$0	
livision 26 - Electrical	\$274,953	
livision 27 - Communications	\$0	NΔ
ivision 28 - Electronic Safety and Security	\$0	
ivision 29 -	\$0	
ivision 30 -	\$0	
ivision 31 - Earthwork	\$0	
ivision 32 - Exterior Improvements	\$0	
lylsion 33 - Utilities	\$0	
Allowances	\$0	
Permit & Insurance	\$66,183	
otal Cost of Work	\$5,881,373	
ee	\$235,255	
oject Total		
ternate 1	\$6,116,628	2 Att
ternate 2		See Alternate Section
ternate 3		ee Alternate Section
Iditional Alternates		ee Alternate Section
ital Construction Cost	\$6,116,628	ee Alternate Section

## **SECTION 00-4100-6**

## BID FORM - BID PACKAGE 6

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - ELECTRICAL

**INFRASTRUCTURE** 

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 6 – Electrical Infrastructure in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Three Million Four Hundred Fifteen Thousand Six Hundred Forty-Two and 00/100

Dollars (\$3,415,642.00
-------------------------

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

\* See Attached Schedule

PRINCIPAL SUB-BIDDERS: The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor
BCH/Blume/Nash Mechanical
Fire Protection Contractor
Cox/Fire Safety / Piper
Plumbing Contractor
BCH/Blume / Nash Mechanical
Electrical Contractor
A&A/ APG / M.C. Dean
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. 1 dated 10/30/14.
Addendum No. 2 dated 11/11/14
Addendum No. 3 dated 11/12/14.
Addendum No. 4 dated 11/25/14.
Addendum No dated

Manhattan Construction (Florida), Inc. (Name of Firm or Corporation making bid)

By: Todd Fultz

Vice President
Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY:

Terry/Donathan

TITLE: Vice President
(Corp. Scc, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



Bid Package Number 06	

Division	Amount	Clarifications
Division 01 - General Requirements	\$279,62	
Division 02 - Existing Conditions	\$12,51	
Division 03 - Concrete	\$11,72	
Division 04 - Masonry		D W/Concrete
Division 05 - Metals		) NA
Division 06 - Wood, Plastics, and Composites		DINA
Division 07 - Thermal and Moistuire Protection	\$4,080	<u> </u>
Division 02 - Openings	\$33,126	
Division û9 - Finishes	\$50,271	
Division 10 - Specialties		DINA
Division 11 - Equipment		) NA
Division 12 - Furnishings		NA .
Division 13 - Special Construction		NA NA
Division 14 - Conveying Equipment		NA
Division 15		NA .
Division 16 -		NA NA
ivision 20		NA
ivision 21 - Fire Suppression		NA
livision 22 - Plumbing	\$279,633	)
livision 23 - Heating, Ventilating, and Air Conditioning		With Plumbing
ivision 24 -		NA NA
ivision 25 - Integrated Automation		NA NA
ivision 26 - Electrical	\$1,818,723	IVA
ivision 27 - Communications		NA .
ivision 28 - Electronic Safety and Security		NA NA
ivision 29	\$0	
ivision 30	\$0	
vision 31 - Earthwork		NIC
vision 32 - Exterior Improvements		NIC
vision 33 - Utilities		NIC
Allowances	\$750,000	1410
Permit & Insurance	\$44,575	
tal Cost of Work	\$3,284,271	
е	\$131,371	
oject Total		
ternate 1	\$3,415,642	
ternate 2		See Alternate Section
ternate 3		See Alternate Section
ditional Alternates		See Alternate Section
tal Constituction Cost	\$3,415,642	See Alternate Section

## **SECTION 00-4100-7**

## BID FORM - BID PACKAGE 7

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – NEW HOME TEAM LOCKER ROOM

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

\* See Attached Schedule

BID FORM - BID PACKAGE 7

PRINCIPAL SUB-BIDDERS: The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor	
BCH / Blume / Nash Mechanical	
Fire Protection Contractor	
Cox/ Fire Safety / Piper	
Plumbing Contractor	
BCH/ Blume / Nash Mechanical	
Electrical Contractor	
A&A / APG / M.C. Dean	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into accour	nt in
Addendum No. 1 dated 10/30/14.	
Addendum No. 2 dated 11/11/14.	
Addendum No. 3 dated 11/12/14.	
Addendum No. 4 dated 11/25/14	
Addendum No dated	

Manhattan Construction (Florida), Inc.

(Name of Firm or Corporation making bid)

By: Todd Fultz

Vice President

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY.

Terry Donathan

TITLE: Vice President

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12,2014 BID BREAKDOWN



Bid Package Number	The second secon	0.7
		07

Division	Amount	Clarifications
Division 01 - General Requirements	\$247,090	
Division 02 - Existing Conditions	\$54,522	
Division 03 - Concrete	\$894,231	
Division C4 - Masonry		
Division 05 - Metals	\$14,698	W/Concrete
Division 06 - Wood, Plastics, and Composites	\$598,844	<del></del>
Division 07 - Thermal and Moistuire Protection	\$52,911	J
Division 08 - Openings		
Division 03 - Finishes	\$122,769	<del></del>
Division 10 - Specialties	\$641,858	<del></del>
Division 11 - Equipment	\$17,000	
Division 12 - Furnishings	<del></del>	NA
Division 13 - Special Construction		NA
Division 14 - Conveying Equipment	·	NA
Division 15 -	4.404.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4	NA
Division 16 -		NA
Division 20 -		NA
Division 21 - Fire Suppression		NA
livision 22 - Plumbing	\$38,519	
	\$1,078,235	
Division 23 - Heating, Ventilating, and Air Conditioning Division 24 -		With Plumbing
		NA
Pivision 25 - Integrated Automation Pivision 26 - Electrical		NA
	\$688,895	
	\$460,524	
livision 28 - Electronic Safety and Security	\$0	
	\$0	
ivision 30	\$0	NA
ivision 31 - Earthwork	\$0	NIC
ivision 32 - Exterior Improvements	\$0	NIC
ivision 33 - Utilities		NIC
Allowances	\$0	NA
Permit & Insurance	\$46,237	
otal Cost of Work	\$4,956,332	
e	\$198,253	
oject Total	\$5,154,586	
ternate 1		See Alternate Section
ternate 2		See Alternate Section
ternate 3		See Alternate Section
Iditional Alternates		See Alternate Section
ital Construction Cost	55,154,586	See Arternate Section

#### **SECTION 00-4100-8**

## **BID FORM - BID PACKAGE 8**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - VISITING TEAM LOCKER ROOM

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 8 – Visiting Team Locker Room in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: -	Six Hundred One	<b>Thousand Nine Hundred</b>	Fourteen and (	00/100	
					_
			Dollars (\$ 601 9	14.00	١

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

See Attached Schedule

**PRINCIPAL SUB-BIDDERS:** The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor	
BCH / Blume/ Nash Mechanical	
Fire Protection Contractor	
Cox/ Fire Safety / Piper	
Plumbing Contractor	
BCH/Blume / Nash Mechanical	
Electrical Contractor	
A&A / APG / M.C. Dean	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into acc preparation of his proposal.	ount in
Addendum No. 1 dated 10/30/14	
Addendum No. 2 dated 11/11/14.	
Addendum No. 3 dated 11/12/14.	
Addendum No. 4 dated 11/25/14.	
Addendum Nodated	

Manhattan Construction (Florida), Inc. (Name of Firm or Corporation making bid)

By: Todd Fultz

Vice President

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

Terry Donathan

TITLE: Vice President

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



Bid Package Number	· · · · · · · · · · · · · · · · · · ·	-3
The state of the s	08	

Division	Amount	Classes at
Division 01 - General Requirements		Clarifications
Division 02 - Existing Conditions	\$28,85	<del></del>
Division 03 - Concrete	\$23,24	
Division 04 - Masonry		O NA O NA
Division 05 - Metals		D NA
Division 06 - Wood, Plastics, and Composites	•	
Division 07 - Thermal and Moistuire Protection		D NA
Division 08 - Openings		NA
Division 09 - Finishes	\$8,847	-l
Division 13 - Specialties	\$157,544	
Division 11 - Equipment	\$89,056	
Division 12 - Furnishings		NA
Division 13 - Special Construction	The second secon	NA
Division 14 - Conveying Equipment		NA
Division 15 -		NA
Division 16 -		NA
Division 20 -		NA
Division 21 - Fire Suppression		IVA
Pivision 22 - Plumbing	\$23,827	
ivision 23 - Heating, Ventilating, and Air Conditioning	\$95,715	TO STATE OF THE ST
ivision 24 -		With Plumbing
ivision 25 - Integrated Automation		NA
ivision 26 - Electrical		NA
ivision 27 - Communications	\$126,377	
ivision 28 - Electronic Safety and Security	\$15,483	
ivision 29 -	\$0	
ivision 30 -	\$0	
ivision 31 - Earthwork	\$0	
vision 32 - Exterior Improvements		NIC
vision 33 - Utilities		NIC
Allowances	\$0	
Permit & Insurance	\$0	MA
tal Cost of Work	\$8,815	
e	\$578,764	
oject Total	\$23,151	
ternate 1	\$601,914	
ternate 2		See Alternate Section
ernate 3		ee Alternate Section
ditional Alternates		iee Alternate Section
Ini Construction Cost	\$0 5	ee Alternate Section
HILSENIAR MADORAL SERVE	\$601,914	

### SECTION 00-4100-9

## BID FORM - BID PACKAGE 9

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - MAIN CONCOURSE SLAB EXTENSION/PATIOS

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 9 – Main Concourse Slab Extension/Patios in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Five Million Two Hundred Sixty Thousand Ten Dollars and 00/100

Dollars (	\$5,260,	010.00	9
		- 1 - 1	

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 9 by 7/31/2016, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

\* See Attached Schedule

PRINCIPAL SUB-BIDDERS: The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor	
BCH/Blume/ Nash Mechanical	
Fire Protection Contractor	
Cox/Fire Safety/ Piper	
Plumbing Contractor	
BCH/Blume/ Nash Mechanical	
Electrical Contractor	
A&A / APG / M.C. Dean	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them int preparation of his proposal.	o account in
Addendum No. 1 dated 10/30/14.	
Addendum No. 2 dated 11/11/14.	
Addendum No. 3 dated 11/12/14.	
Addendum No. 4 dated 11/25/14.	
Addendum No dated	

Manhattan Construction (Florida), Inc. (Name of Firm or Corporation making bid)

Tedd Fultz

Vice President

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY:

Terry Donathan

TITLE: Vice President
(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



Bid Package Number	09

District	-	
Division	Amount	Clarifications
Division 01 - General Requirements	\$353,50	9
Division 02 - Existing Conditions	\$432,95	9
Division 03 - Concrete	\$1,025,33	<u> </u>
Division 04 - Masonry	\$i	D W/Concrete
Division 05 - Metals	\$9,020	
Division 06 - Wood, Plastics, and Composites	\$704,193	<b>_</b>
Division 07 - Thermal and Moistuire Protection	\$42,407	<del></del>
Division 08 - Openings	\$282,773	The state of the s
Division 09 - Finishes	\$24,739	
Division 10 - Specialties	\$61,560	
Division 11 - Equipment	\$115,133	<del></del>
Division 12 - Furnishings		NA
Division 13 - Special Construction	<del></del>	) NA
Division 14 - Cenveying Equipment		NA
Division 15 -	The second secon	NA
livision 16 -		NA .
livision 20 -		NA
ivision 21 - Fire Suppression	\$43,212	
ivision 22 - Plumbing	\$98,760	<u> </u>
ivision 23 - Heating, Ventilating, and Air Conditioning		With Plumbing
ivision 24 -		NA
ivision 25 - Integrated Automation		NA
ivision 26 - Electrical	\$1,169,431	
ivision 27 - Communications	\$246,592	
ivision 28 - Electronic Safety and Security		NA
ivision 29 -		NA
ivision 30 -		NA
vision 31 - Earthwork		NIC
vision 32 - Exterior Improvements		NIC
vision 33 - Utilities		NIC
Allowances	\$400,000	1410
Permit & Insurance	\$48,080	
tal Cost of Work	\$5,057,702	
e	\$202,308	
oject Total		
ternate 1	\$5,260,010	P 4 St.
ernate 2		See Alternate Section
ernate 3		See Alternate Section
ditional Alternates		See Alternate Section
tal Construction Cost	\$5,260,010	See Alternate Section

## SECTION 00-4100-10

## BID FORM - BID PACKAGE 10

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - WEST CLUB SEAT EXTENSION

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. <u>CGC1520820</u>

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 10 – West Club Seat Extension in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Five Hundred Twenty-four Thousand Three Hundred Sixty-three and 00/100

	Dollars (\$524,363.00 ).
With a Notice To Proceed issued by the Owner on January Package 10 by, 2015. Contractor shall r prior to July 30, 2015, each day past July 30, 2015 will be Supplementary Conditions.	note that if his manner I am to the first

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

\* TBD By Owner

PRINCIPAL SUB-BIDDERS: The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor
BCH/Blume / Nash Mechanical
Fire Protection Contractor
Cox/Fire Safety/Piper
Plumbing Contractor
BCH/Blume /Nash Mechanical
Electrical Contractor
A&A/APG/ M.C. Dean
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. 1 dated 10/30/14
Addendum No. 2 dated 11/11/14.
Addendum No. 3 dated 11/12/14.
Addendum No. 4 dated 11/25/14
Addendum No dated

Manhattan Construction (Florida). Inc. (Name of Firm or Corporation making bid)

Vice President

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

Terry Donathan

TITLE: Vice President

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



Bid Package Number	the second secon	
	tage of the control o	10

Division	Amount	Clarifications
Division 01 - General Requirements	Ś	) NA
Division 02 - Existing Conditions		NA
Division 03 - Concrete		) NA
Division 04 - Masonry		NA
Division 05 - Metals		NA
Division 85 - Wood, Plastics, and Composites		NA
Division 07 - Thermal and Moistuire Protection		) NA
Division 08 - Openings		NA
Division 09 - Finishes		NA
Division 10 - Specialties		NA
Division 11 - Equipment		NA
Division 12 - Furnishings		NA
Division 13 - Special Construction		NA
Division 14 - Conveying Equipment		NA
Division 15 -		NA
Division 16 -		NA
Division 20 -		NA
Division 21 - Fire Suppression		NA
Division 22 - Plumbing		NA
Division 23 - Heating, Ventilating, and Air Conditioning		NA
Division 24 -		NA
Division 25 - Integrated Automation		NA
Division 26 - Electrical		NA
Division 27 - Communications		NA
Division 28 - Electronic Safety and Security	\$0	
livision 29	\$0	
livision 30 -	\$0	
ivision 31 - Earthwork	\$0	NA
lvision 32 - Exterior Improvements	\$0	
ivision 33 - Utilities	\$0	NA
Allowances	\$500,000	
Permit & Insurance	\$4,195	
otal Cost of Work	\$504,195	
e	\$20,168	
roject Total	\$524,363	
temate 1	The second leaves the second l	See Alternate Section
ternate 2		See Alternate Section
ternate 3		See Alternate Section
Iditional Alternates		See Alternate Section
ital Construction Cost	\$524,363	ALLIGATE ACTION

## **SECTION 00-4100-11**

## **BID FORM - BID PACKAGE 11**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - SPONSOR TERRACES

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction(Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations — Bid Package 11 — Sponsor Terraces in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Five Hundred Forty Eight Thousand Four Hundred Fifty-seven and 00/100

_Dollars (\$ <u>548,457.00</u>	).
	7.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

\* See Attached Schedule

PRINCIPAL SUB-BIDDERS: The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor	
BCH/Blume / Nash Mechanical	
Fire Protection Contractor	
Cox/Fire Safety/Piper	
Plumbing Contractor	
BCH/Blume/ Nash Mechanical	
Electrical Contractor	
A&A /APG/ M.C.Dean	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into a preparation of his proposal.	eccount in
Addendum No. 1 dated 10/30/14	
Addendum No. 2 dated 11/11/14.	
Addendum No. 3 dated 11/12/14	
Addendum No. 4 dated 11/25/14.	
Addendum No dated	

Manhattan Construction (Florida), Inc. (Name of Firm or Corporation making bid)

By: Todd Fultz

Vice President

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

Terry Donathan

TITLE: Vice President

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



Bid Package Number	
	11

Division	Amount	Clarifications
Division 01 - General Requirements	\$36,860	
Division 02 - Existing Conditions	\$35,20	
Division 03 - Concrete	\$162,13	
Division 04 - Masonry		W/Concrete
Division 05 - Metals	\$201,800	
Division 06 - Wood, Plastics, and Composites	\$13,778	<del></del>
Division 07 - Thermal and Moistuire Protection	\$27,336	<del></del>
Division 08 - Openings	\$7,240	
Division 09 - Finishes	\$35,622	
Division 10 - Specialties		) NA
Division 11 - Equipment		) NA
Division 12 - Furnishings		NA NA
Division 13 - Special Construction		NA
Division 14 - Conveying Equipment		NA
Division 15 -		NA
Division 16 -		NA NA
Division 20 -		NA NA
Division 21 - Fire Suppression	And the same of th	NA
Division 22 - Plumbing		NA NA
Division 23 - Heating, Ventilating, and Air Conditioning		NA NA
Division 24 -		NA NA
Division 25 - Integrated Automation		NA NA
Division 26 - Electrical		NA NA
Division 27 - Communications		NA NA
Division 28 - Electronic Safety and Security		NA NA
Pivision 29 -		NA NA
Division 30 -	\$0	
Division 31 - Earthwork		NIC
ivision 32 - Exterior Improvements		NIC
ivision 33 - Utilities		
Allowances	\$0	NIC
Permit & Insurance	\$7,388	NA
otal Cost of Work		
20	\$527,363	
roject Total	\$21,095	
ternate 1	\$548,457	
ternate 2	The state of the s	See Alternate Section
ternate 3		See Alternate Section
iditional Alternates		See Alternate Section
		See Alternate Section
otal Construction Cost	\$548,457	

### SECTION 00-4100-12

## **BID FORM - BID PACKAGE 12**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - CONFERENCE ROOMS

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12,2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 12 – Conference Rooms in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - 👖	Vine Hundred F	Four Thousand	Fifty-two	and	00/100

Dollars (\$ 904,052.00	)	
------------------------	---	--

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

See Attached Schedule

**PRINCIPAL SUB-BIDDERS:** The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor	
BCH/Blume / Nash Mechanical	
Fire Protection Contractor	
Cox/Fire Safety/ Piper	
Plumbing Contractor	
BCH/Blume / Nash Mechanical	
Electrical Contractor	
A&A / APG/ M.C Dean	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into accour preparation of his proposal.	ıt in
Addendum No. 1 dated 10/30/14	
Addendum No. 2 dated 11/11/14	
Addendum No. 3 dated 11/12/14.	
Addendum No. 4 dated 11/25/14.	
Addendum No dated	

PRINCIPAL SUB-BIDDERS: The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor	
BCH/Blume	
Fire Protection Contractor	,
Cox/Fire Safety/ Piper	
Plumbing Contractor	
BCH/Blume	
Electrical Contractor	
A&A / APG/ M.C Dean	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them in preparation of his proposal.	to account in
Addendum No. 1 dated 10/30/14	
Addendum No. 2 dated 11/11/14	
Addendum No. 3 dated 11/12/14.	
Addendum No. 4 dated 11/25/14.	
Addendum No dated	

Manhattan Construction (Florida), Inc. (Name of Firm or Corporation making bid)

Byr Todd Eufer

Vice President

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY.

Terry Donathan

TITLE: Vice President

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



Bid Package Number	
	12

Division	Amount	
Division 01 - General Requirements		Clarifications
Division 02 - Existing Conditions	\$43,33 \$11,53	
Division 03 - Concrete	\$127,59	
Division 04 - Masonry		0 W/Concrete
Division 05 - Metals	\$19,57	
Division 06 - Wood, Plastics, and Composites	\$5,97	<del></del>
Division 07 - Thermal and Moistuire Protection		O NA
Division 08 - Openings	\$14,92	
Division 09 - Finishes	\$48,133	
Division 10 - Specialties	\$22,000	<u> </u>
Division 11 - Equipment		NA .
Division 12 - Furnishings		) NA
Division 13 - Special Construction		NA NA
Division 14 - Conveying Equipment	·	MA
Division 15 -		NA NA
Division 16 -		NA
livision 20 -		NA
livision 21 - Fire Suppression	\$6,202	
livision 22 - Plumbing	\$159,558	
ivision 23 - Heating, Ventilating, and Air Conditioning		With Plumbing
ivision 24 -		NA NA
ivision 25 - Integrated Automation		NA
lvision 26 - Electrical	\$169,764	I I I
ivision 27 - Communications	\$230,949	
ivision 28 - Electronic Safety and Security		NA
ivision 29		NA
ivision 30 -	\$0	
vision 31 - Earthwork		NIC
vision 32 - Exterior Improvements		NIC
vision 33 - Utilities		NIC
Allowances	\$0	
Permit & Insurance	\$9,732	
tal Cost of Work	\$869,281	
e	\$34,771	
oject Total	\$904,052	
ernate 1	The state of the s	Con Altarnata Cantin
cernate 2		See Alternate Section
ernate 3		See Alternate Section
ditional Alternates		See Alternate Section
Constituition Gost	5904,052	ee Alternate Section

### SECTION 00-4100-13

### **BID FORM - BID PACKAGE 13**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - GRAPHICS AND WAYFINDING

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. <u>CGC1520820</u>

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 13 – Graphics and Wayfinding in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - One Million Two Hundred Fifty-eight Thousand Four Hundred Seventy

and 00/100 Dollars (\$ 1,258,470.00	
-------------------------------------	--

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 13 by \_\_\_\_\_\_, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

\* TBD By Owner

**PRINCIPAL SUB-BIDDERS:** The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor
BCH/Blume / Nash Mechanical
Fire Protection Contractor
Cox/ Fire Safety/ Piper
Plumbing Contractor
BCH/ Blume / Nash Mechanical
Electrical Contractor
A&A /APG / M.C Dean
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. 1 dated 10/30/14.
Addendum No. 2 dated 11/11/14.
Addendum No. 3 dated 11/12/14.
Addendum No. 4 dated 11/25/14.
Addendum No dated

Manhattan Construction (Florida), Inc.
(Name of Firm or Corporation making bid)
By: Todd Fultz
Vice President
Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

Terry Domathan

TITLE: Vice President
(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



The second contract of	
military by the second	
Bid Package Number	
IDIG FOCKOSE MUNICI	12 (
	1.5

Division	Amount	Clarifications
Division 01 - General Requirements	ŚŒ	DINA
Division 02 - Existing Conditions		NA .
Division 03 - Concrete		NA .
Division 04 - Masonry		NA
Division 05 - Metals		NA .
Division 06 - Wood, Plastics, and Composites		NA .
Division 07 - Thermal and Moistuire Protection		NA .
Division 08 - Openings		) NA
Division 09 - Finishes	1	NA
Division 10 - Specialties		NA
Division 11 - Equipment		NA
Division 12 - Furnishings	<del></del>	NA
Division 13 - Special Construction		NA ·
Division 14 - Conveying Equipment		NA
Division 15 -		NA
Division 16 -		NA
Division 20 -		NA
Division 21 - Fire Suppression		NA
Division 22 - Plumbing	\$0	NA
Division 23 - Heating, Ventilating, and Air Conditioning		NA
Division 24 -		NA
Division 25 - Integrated Automation		NA
Division 26 - Electrical	and the second second	NA
Division 27 - Communications		NA
Division 28 - Electronic Safety and Security	\$0	NA
Division 29 -	\$0	NA
Division 30 -	\$0	NA
Division 31 - Earthwork		NA
Division 32 - Exterior Improvements	\$0	NA
Division 33 - Utilities	\$0	NA
Allowances	\$1,200,000	
Permit & Insurance	\$10,068	
otal Cost of Work	\$1,210,068	
ee	\$48,403	
roject Total	\$1,258,470	
liternate 1		See Alternate Section
Alternate 2		See Alternate Section
liternate 3		See Alternate Section
dditional Alternates		See Alternate Section
otal Construction Cost	\$1,258,470	- CO / METHOLE SECTION

### **SECTION 00-4100-14**

### BID FORM - BID PACKAGE 14

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - PRACTICE FACILITY

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

CONTRACTOR'S NAME Manhattan Construction (Florida), Inc.

LICENSE NO. <u>CGC1520820</u>

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations — Bid Package 14 — Practice Facility in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID:N	o Bid
	Dollars (\$No Bid).

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 14 by \_\_\_\_\_, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

PRINCIPAL SUB-BIDDERS: The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor	
N/A	
Fire Protection Contractor	
N/A	
Plumbing Contractor	
N/A	
Electrical Contractor	
N/A	
The Bidder acknowledges receipt of all Addenda as listed below and has taken the preparation of his proposal.	m into account in
Addendum No. 1 dated 10/30/14	
Addendum No. 2 dated 11/11/14.	
Addendum No. 3 dated 11/12/14.	
Addendum No. 4 dated 11/25/14.	
Addendum No dated	

Manhattan Construction (Florida), Ir	IC.
(Name of Firm or Corporation making bid)	
By: Todd Fultz	
Vice President	

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

(Proprietorship or Partnership)

ATTEST:

By:

Terry Donathan

TITLE: Vice President
(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



d Package Number		The second secon	53
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	 ر بر المستخدم مشروع می در است	AND THE PERSON NAMED IN COLUMN 2 IS NOT THE PERSON NAMED IN COLUMN	л.

Division	Amount	Clarifications
Division 01 - General Requirements		Vidi incasions
Division 02 - Existing Conditions		
Division 03 - Concrete		
Division 04 - Masonry		
Division 05 - Metals		
Division 06 - Wood, Plastics, and Composites		
Division 07 - Thermal and Moistuire Protection		
Division 08 - Openings		
Division 09 - Finishes		
Division 10 - Specialties		
Division 11 - Equipment		
Division 12 - Furnishings		
Division 13 - Special Construction		
Division 14 - Conveying Equipment		
Division 15 -		
Division 16 -		
Division 20 -		
Division 21 - Fire Suppression		
Division 22 - Plumbing		
Division 23 - Heating, Ventilating, and Air Conditioning		
Division 24 -		
Division 25 - Integrated Automation		
Division 26 - Electrical		
Division 27 - Communications		
Division 28 - Electronic Safety and Security		
ivision 29 -		
ivision 30 -		
ivision 31 - Earthwork		
ivision 32 - Exterior Improvements		
ivision 33 - Utilities		
Allowances		<del></del>
Permit & Insurance		·
otal Cost of Work	\$0	
ee	70	
roject Total	No Bid	
Itemate 1	\$0	
ternate 2	\$0	
ternate 3	\$0	
dditional Alternates	\$0	Ship the second specific to the second specif
otal Construction Cost	NO BID	

### SECTION 00-4100-15

## **BID FORM - BID PACKAGE 15**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - MAIN CONCOURSE 2015 UPFIT

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 12, 2014

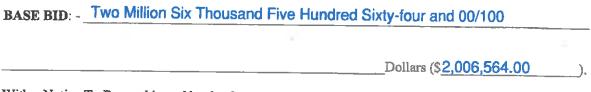
CONTRACTOR'S NAME Manhattan Construction(Florida), Inc.

LICENSE NO. CGC1520820

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 15 – Main Concourse 2015 Upfit in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:



The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

\* See Attached Schedule

**PRINCIPAL SUB-BIDDERS:** The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor	
BCH/Blume/ Nash Mechanical	
Fire Protection Contractor	
Cox/Fire Safety/ Piper	
Plumbing Contractor	
BCH/Blume/ Nash Mechanical	
Electrical Contractor	
A&A / APG/ M.C Dean	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them in preparation of his proposal.	to account in
Addendum No. 1 dated 10/30/14	
Addendum No. 2 dated 11/11/14.	
Addendum No. 3 dated 11/12/14.	
Addendum No. 4 dated 11/25/14	
Addendum No. dated	

Manhattan Construction (Florida), Inc. (Name of Firm or Corporation making bid)

By: Todd Fultz

Vice President

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

Terry Dogathan

TITLE: Vice President

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

# RAYMOND JAMES STADIUM 2015 RENOVATIONS DECEMBER 12, 2014 BID BREAKDOWN



Bid Package Number 15	
-----------------------	--

Division	Amount	Clarifications
Division 01 - General Requirements	\$134,857	7
Division 02 - Existing Conditions	\$5,471	
Division 03 - Concrete		NA
Division 04 - Masonry	<del></del>	NA
Division 05 - Metals		NA
Division 06 - Wood, Plastics, and Composites	\$135,179	
Division 07 - Thermal and Moistuire Protection	\$39,561	
Division 08 - Openings		NA
Division 09 - Finishes	\$9,034	
Division 10 - Specialties		NA
Division 11 - Equipment		NA
Division 12 - Furnishings	·	NA
Division 13 - Special Construction		NA
Division 14 - Conveying Equipment		NA
Division 15 -		NA
Division 16 -		NA
Division 20 -		NA
Division 21 - Fire Suppression		NA
Division 22 - Plumbing	\$200,260	
Division 23 - Heating, Ventilating, and Air Conditioning		With Plumbing
Division 24 -		NA
Division 25 - Integrated Automation		NA
Division 26 - Electrical	\$1,241,575	
Division 27 - Communications	\$142,899	
Division 28 - Electronic Safety and Security		NA
Pivision 29 -		NA
Pivision 30 -		NA
ivision 31 - Earthwork		NIC
livision 32 - Exterior Improvements		NIC
ivision 33 - Utilities	\$0	NIC
Allowances	\$0	NA
Permit & Insurance	\$20,553	
otal Cost of Work	\$1,929,389	
ee	\$77,176	
roject Total	\$2,006,564	
Iternate 1		See Alternate Section
iternate 2		See Alternate Section
Iternate 3		See Alternate Section
dditional Alternates		See Alternate Section
otal Construction Cost	\$2,006,564	The section



## **AUTHORIZATION**

# MANHATTAN CONSTRUCTION (FLORIDA), INC.

The Undersigned, in his capacity as President of Manhattan Construction Company, an Oklahoma corporation (the "Company"), does hereby authorize Todd Fultz, for and on behalf of the Company, to execute and deliver to third parties as part of his respective duties for the Company and in furtherance of the business of the Company, the following types of documents (each, a "Document").

- Owner Contracts and Change Orders to Owner Contracts
- Subcontracts and Change Orders to Subcontracts
- Purchase Orders and Change Orders to Purchase Orders
- Bid Proposals
- Responses to Requests for Quotations
- Pricing and General Bid Documents

Each and every Document executed by Todd Fultz in accordance with this Authorization shall be conclusive evidence in favor of every person relying upon the document that Todd Fultz was duly and properly authorized and empowered by the President to execute and deliver, for and on behalf of the company, the Document to the same extent, and for the same purposes, as any other officer of the Company could do.

IN WITNESS WHEREOF, I have executed this Authorization in my capacity as President of the Company as of the \_\_23rd\_\_day of October, 2014.

MANHATTAN CONSTRUCTION COMPANY

John Reyhan President

STATE OF FLORIDA COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this \_\_23rd\_\_ day of \_October\_, 2014 by John Reyhan who is personally known to me.

Mary Stein / Signature of Notary Public - State of Florida

Notary and seal-stamp



# **DPR Bid**

# Raymond James Stadium Interior Renovations | Tampa, FL | January 28, 2015





GREAT THINGS

[	ITEM	DPR BREAKDOWN	CURRENT BID *
4	UPPER CONCOURSE CONCE	SSIONS	6,390,405
	Upper Concessions & Equipment Costs	659,918	
	NORTH END ZONE CONCES	SIONS	
	N. End Zone Concessions & Equipment Costs	204,060	
	North End Zone Improvements	5,326,019	ALL IMPROVEMENTS OTHER THAN FOOD SERVICE EQUIPMENT
	SOUTH ENDZONE CONCESS	IONS	
	S. End Zone Concessions & Equipment Costs	200,407	
1A	WEST CLUB		24,980,796
	West Club Interior Renovations	19,566,500	
	West Club Kitchen/Bar Equipment	883,343	
	West Atriums & Kitchen Equipment	475,648	
	4th Elevator	393,750	
	TEAM STORE		
1B	Team Store	3,661,556	
115	EAST CLUB		21,319,240
	East Club Interior Renovations	19,558,605	
	East Club Kitchen/Bar Equipment	888,475	
	East Atriums & Kitchen Equipment	478,410	
2	4th Elevator	393,750	
2	SUITE RENOVATIONS		31,020,258
	Suite Renovations	19,550,000.00	
	Super Suites A	4,615,000.00	
	Super Suites B	4,355,258.00	
	Owner's Suites	2,500,000.00	
_	LOCKER ROOMS		6,597,838
7	Home Team Locker Room	5,833,971	
8	Visiting Team Locker Room	763,867	
	BOWL IMPROVEMENTS		
4.4	West Club Seating		OWNER
11	Corner Bowl Terraces (Quads B & C)	664,398	664,398
9	MAINROONIOOURISE	1	8,618,674
	Main Concourse Slab Extensions	4,042,708	
15	Atrium Patios	4,575,966	
10	MAIN CONCOURSE COOLERS, CONDINEN Main Concourse 2015 Upfit		2,426,791
5		2,426,791	WALK-INS IN 1A and 1B ONLY
5	Chiller Plant		7,381,414
- 1	Upper Concourse Natural Gas Line	7,111,414	Include the risers, prv stations
	Opper Concourse Natural Gas Line		
			and upper concourse concession
6	ELECTRICAL INCOACTOURS		piping
١	ELECTRICAL INFRASTRUCT		3,566,015
3	Electrical Infrastructure	3,566,015	07.00
٠	Control Poom 9 Equipment	40,000,040	25,808,282
	Control Room & Equipment  Distributed Sound System	10,890,013	
	Video Boards & Demo	4,813,069	
	Ribbon Boards-Lower	8,497,200	
	Ribbon Boards-Upper/Removable	1,608,000 Option AV8-20	Pernovable Upper Level In
	Misson Dodius-OppenAemovable		Removable Upper Level in Option Pricing
	Corner Ad Panels (2 HD Corners)	Option AV8-23	In Option Pricing
13	WAYFINDING		1,441,540
	Wayfinding, Directional Signage	1,441,540	ALLOWANCE MARKED-UP AIL
ſ			OTHER SIGNAGE IN
			RESPECTIVE BID PACKS
12	SERVICE LEVEL		RESPECTIVE BID PACKS 977,026
12	SERVICE LEVEL  Meeting Room  TOTAL ABOVE PROJECTS	977,026	RESPECTIVE BID PACKS 977,026

<sup>\*</sup> NOTE: ALL "BID" COSTS include proportional share of GC's, Insurances, Fees

# Raymond James Stadium Interior Renovations | January 28, 2015

Letter of Interest

- Project Approach
- Schedule
- Assumptions and Clarifications
- **Bid Forms**



January 27, 2015

Michael Murray, AIA, Vice President Wagner Murray Architects, P.A. 601 South Cedar Street Studio 101 Charlotte, NC 28202

RE: Raymond James Stadium 2015 Renovations

Dear Mr. Murray:

DPR customers change the world we live in by being the "best." DPR is fortunate to work with and build for some of the world's best companies and institutions. Over 90% of our annual work comes from our repeat customers. We like to build great projects and build lasting and great relationships with our customers.

We acknowledge the significant planning and design process already undertaken by Wagner Murray and the Buccaneers organization. We are honored that you have afforded DPR the opportunity to help make these complex plans into a fan and user experience. DPR Construction's significant experience in advanced technology projects, such as the renovations to Dodgers Stadium and Modernization of the Main Terminal at the Tampa International Airport is driven by a deep respect for the complicated and technical aspects of these facilities as well as the unique construction requirements.

Our specialized national construction expertise and our Tampa Bay office provides customers with a seasoned local team supplemented with national expertise to plan, coordinate, build projects of all sizes and complexities. Consistently ranked as one of the nation's top technical builders, DPR completed more than \$3.0 billion in construction projects in 2014.

We believe Collaboration Leads to Innovation. DPR has pioneered project delivery models such as LEAN practices and Integrated Project Delivery (IPD) that have re-defined the design and construction process, and saved our clients millions in both construction and Life Cycle Costs. Challenges faced by the stadiums, theme parks, and airports require cutting edge performance to be the most fan friendly, revenue friendly, and television (IP) broadcast friendly stadiums. We achieve this performance like any great team working in an integrated, flexible and collaborative manner with the owner, architect/engineers, subcontractors, specialized vendors, technology and broadcast experts. This helps us deliver not only a better project but a "great project."

Our goal is to offer DPR's innovation and collaborative project approach based on solid and tested experience from projects in Tampa Bay, in Fiorida and across the Nation.

Ever Forward.

**Page McKee** 

VP - Regional Manager DPR Construction

# Project Management Approach

#### Contents:

1. Project Approach

Bid Package Sequencing

2. Project Schedule

Project Summary: 1 page Detailed Project Schedule

- 3. Assumptions and Clarifications
- 4. Bid Forms

#### Introduction:

DPR is a technical builder with ability to build complicated projects with complicated MEP (mechanical, electrical and plumbing) systems and multiple Technology systems including video control, IPTV, way finding, sound, small screen to giant screen displays. DPR offers local experience with the Modernization of the Main Terminal at Tampa International Airport, theme park destinations e.g. (Disney), and stadium renovations such as the 7 phase Dodger stadium renovations.

### **Project Approach: Bid Package Sequencing**

We have provided individual proposals for each of the bid packages and have included a spread sheet recommending how we would complete the scope of work. The color coded spread sheet at the end of this section shows the corresponding color coded sequencing during 2015 and 2016.

We evaluated 3 different sequencing options to complete the Stadium renovations.



Option A: Beginning work in the off season of 2015 and working continuously with targeted work during the 2015 season (without impacting any games and events) and finishing in the off season of 2016.

Option B: Working only in the two off seasons of years 2015 and 2016, and

Option C: Working only in the off season of 2015.

Option A is RECOMMENDED in this proposal!!!

BEST VALUE: Option A delivers the scope of the 15 bid packages in the best sequence to maximize team revenue and fan experience. It provides a construction team the best chance to complete the work without interruption and avoiding repeated operational learning curves from a stop/ go schedule. It also drives the most competitive pricing for both DPR's general conditions and the sub-contractor coordination especially tracking qualified trade staffing in a labor market that is already stretched. Option A also avoids the premium of Over Time. It gives the entire owner/ design/ and build team the chance to be flexible to accommodate other important added events and future technology advances.

TRADE SUB CONTRACTORS: Our overall buying approach is to maximize the involvement of local subcontractors. We have attracted experienced technical trade contractors including BCH Mechanical and APG Electric & Technology. They are familiar and worked at the Raymond James Stadium on both the MEP systems and the multiple technology systems. They are used to working in a collaborative manner with DPR and other trades. They also work well with the design team. APG Electric & Technology also offers a "one stop" shop for electrical, structured cabling, and technology systems including the sound system and Score Boards. They will be able to closely coordinate the scope of work in the video control system included under the Construction Manager's bid package.

# Project Management Approach

UNIQUE BUILDING TEAM, We still build!! Our project manager and general superintendent will have a team of 5 other DPR superintendents overseeing the work on the 5 levels and the East and West Concourses. Our pre-construction and project management team will be complemented by the national experience of our Newport Beach office for the six phase renovation of the Dodger Stadium.

Our project team will be supported by our own DPR selfperform forces experienced in many architectural trades, Our customers reap the rewards of DPR's ability to selfperform several key elements of the project and level out the manpower requirements of trade sub-contractors e.g. demolition, miscellaneous concrete work, and drywall. Pricing for the owner is more competitive because traveling costs and over time (OT) hours are reduced for man power. By continuing to self- perform construction we offer our customers the reliability of achieving our schedules and maintaining a very high quality of work.

FLEXIBILITY: Our collaborative approach will give you and the Tampa Sports Authority the most flexibility to incorporate changes to the schedule. We acknowledge with our planned continuous schedule there is one scheduled event outside of Bucs games and USF Bulls games being the Taylor Swift concert on October 31, 2015. However, we are prepared to adjust and accommodate additional special signature events as they arise. Our experience at the Tampa International Airport had similar goals of to maximize passenger satisfaction and maximum concession revenue. in this case we were building in a main terminal open "24/7 year round" with an average of 46,000 passengers per day totaling an annual passenger count over 17 million passengers. The airport customer satisfaction ratings actually improved during the same time we were building. Our last scope of work at the airport include the new graphics and way finding system coordinating all of the cabling and multiple flat screen placement around the third floor main concourse and each of the levels of the

main terminal. This experience is directly applicable to the renovations at the Raymond James Stadium.

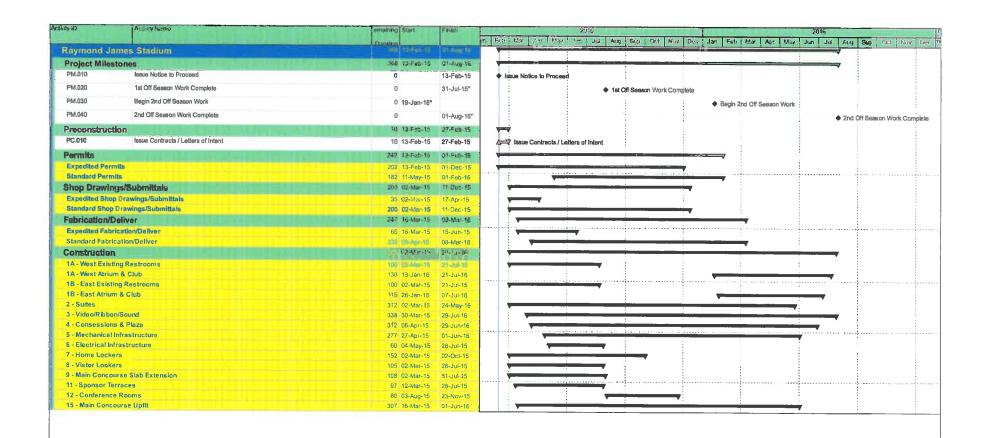
WE BUILD GREAT THINGS! Our goal is to offer DPR's innovative and collaborative project approach based on solid and tested experience from projects in Tampa Bay, in Florida and across the Nation.







				01.28.2015
Rid Dankaga	Adam			
Bid Package	Area	Dwg Pkg No.s	2015 Off Season	Buc's 2015 Season 2016 Off Season
40.00				
1A-West Atrium and Club		3,27,28		
	Beer Hall			
	Team Store			
	Club Level Extension/ Remodel			
	Elevators			
	Escalator			
	Glass			
	Restrooms			
1B-East Atruim and Club		1,2,27		
	Beer Hall			- 10 p
	Club Level Extension/ Remodel			
	Elevators			
	Glass			
	Restrooms			
2-Suites		7,9,10		
	Club Sultes	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
	Lower Level			
	Owners Suite			
	Super suites			
	Upper Level			
3-Video/Ribon/Sound		8,16,20,23		
	Video Boards	0,10,20,23		
	Lower Ribbons			
	Upper Ribbons			
	Corner Add Panels			
	Contro; Room			
4-Concessions and Plaza				
4-Concessions and Plaza	I C	6U		
	Lower Concourse			
	Upper Concuorse			
E An about 14 ft and 1				
5-Mechanical Infrastructure		11,12		<u> </u>
	New Piping			
	Chillers/ Cooling Towers			
6-Electrical Infrastructure		14		
	High Voltage			
	Low Voltage			
7-Home Lockers		4		
	New Slab			
	Build Out			
8-Visitor Lockers		5		
	Remodel	li i		
9-Main Concourse Slab Extension		17		
	Structure			
	Patios			
10-West Club Seating			-	
11-Sponsor Terraces		29		
	New Structure and Glass Rails			
12-Conference Rooms		30		
	New Slab and Underground			
	Buildout			
13-Graphics and Wayfinding		all		
	Continious With All Bid Packages	all		
	CONTRACTOR SALES VILLA VILLA DIO L'OCYGREZ			
14-Practice Facility				
runtice racinty				
15-Main Concourse Upfit		22		
concourse opiit		33		



Start Date: 13-Feb-15 Finish Date: 01-Aug-16 Data Date: 13-Feb-15 Run Date: 28-Jan-15 (c) Primavera Systems, Inc.

Raymond James Stadium

Page 1 of 1



			1	2015 2016 to Fee Mar ( Apr   Fee   List   List   List   Step   Oct   Nov   Dice   Jan   Feb   Mar   Apr   May   Jul   Apr   Step   Oct   Oc
Raymond Jame	es Stadium	200 TETRO-1E	0.0 Amj-16	of the same each their last the same Step Out Nov Doe Jan Fish Mar Art May Jim Jul And Sep Out Nov
Project Milestor	162	368 17-Feb 15	21-Apg 10	
PM.010	Issue Notice to Proceed	0	13-Feb-15	( <u> </u>
PM.020	1st Off Season Work Complete	0	31-Jul-15*	♦ Issue Notice to Praceed
PM.03D	Begin 2nd Off Seeson Work	0 19-Jan-16*		◆ 1st Off Season Work Complete
PM.040	2nd Off Sesson Work Complete	0	01-Aug-16*	◆ Begin 2nd Off Season Work
Preconstruction		10 13 Feb 15		◆ 2nd Off Sesson Work Complete
PC.010	Issue Contracts / Letters of Intent	10 13-Feb-15	27-Feb-15	Issue Contracts / Letters of Intent
Permits		242 13 Feb 15		1990 Compare / Cours of Illiant
Expedited Permits		202 13-Feb-15		
PER.09.010	9 - Main Course Stab Extension - Demolition / Disturbance Permit Process 1			△ P - Main Course Stab Extension - Demolition / Disturbance Permit Process 1st Off Session
PER.01A.010	Season			
	1A - West Atrium & Club Rest Rooms - Demolition / Disturbance Permit Prod Off Season		27-Feb-15	1A - West Atrium & Club Rest Rooms - Demolition / Disturbance Permit Process 1st Off Season
PER.01B.010	1B - East Atrium & Club Rest Rooms - Demolition / Disturbance Permit Proce Off Season	sea 1st 10 13-Feb-15	27-Feb-15	Δ≔Z 1B - EsstAlrium & Club Rest Rooms - Demolition / Disturbance Permit Process 1st Off Season
PER.02.010	2 - Suites - Demolition / Disturbance Permit Process 1st Off Season	10 13-Feb-15	27-Feb-15	2 - Sultes - Demolition: / Disturbance Permit Process 1st Off Seeson
PER.07.010	7 - Home Lockers - Demolition / Disturbance Permit Process 1sl Off Season	10 13-Fab-15	27-Feb-15	A=Q 7 - Home Lockers - Demoltion / Disturbance Fermit Process 1st Off Season
PER.15.010	15 - Main Concourse Upfit - Demolition / Disturbance Permit Process 1st Of	Season 10 13-Feb-15	27-Feb-15	15 Main Concourse Upfit - Demolition / Distributions or Forms Process 1st Off Sesson
PER.08.010	8 - Visitor Lockers - Demolition / Disturbance Permit Process 1st Of Season			
PER.11.010	11 - Sponsor Terraces - Demolition / Disturbance Permit Process 1st Off Season	10 13-Feb-15	27-Feb-15	8 - Visitor Lockers - Demolition / Disturbance Permit Process 1st Off Season
		ason 10 26-Feb-15	11-Mar-15	△□ 11 - Sponsor Terraces - Demolliton / Disturbence Permit Process 1st Of Season
PER.15.020	15 - Main Concourse Upfit - Construction Permit Process 1st Off Season	20 02-Mar-15	27-Mar-15	2 15 - Main Concourse Upfit - Construction Permit Process 1st Of Sesson
PER.08.020	9 - Main Course Stab Extension - Construction Permit Process 1st Off Seaso	n 20 09-Mar-15	03-Apr-15	9 - Main Control Stab Extension - Construction Permit Process 1st Off Sesson
PER.05.020	5 - Mechanical Infrastructure - Construction Permit Process 1st Off Session	30 16-Mar-15	24-Apr-15	
PER.07.020	7 - Home Lockers - Construction Permit Process 1st Off Sesson	20 16-Mar-15	10-Apr-15	2
PER.03.010	3 - Video/Ribbon/Sound - Demolition / Disturbance Permit Process 1st Of Se	eason 10 16-Mar-15	27-Mar-15	△ 3 - Video/Ribbon/Sound - Demolition / Disturbance Permit Process 1st Off Season
PER.04.010	4 - Concessions & Plaza - Demolition / Disturbance Permit Process 1st Off S	iesson 10 23-Mar-15	03-Apr-15	Asso 4 - Concessions & Plaza - Demolition / Disturbance Permit Process 1st Off Session
PER.11.020	11 - Sponsor Terraces - Construction Permit Process 1st Of Season	20 23-Mar-15	17-Apr-15	
PER.02.020	2 - Sultes - Construction Permit Process 1st Of Season	20 3B-Mar-15	24-Apr-15	11 - Sponsor Terraces - Construction Parmit Process 1st Of Season
PER.15A,010	Fire Protection (Permit) - Permit Process	20 30-Mar-15	24-Apr-15	Δ==-∇ 2 - Sulfee - Construction Permit Process 1st Off Sessor)
PER.16I.010	Fire Alarm (Permit) - Permit Process	20 3D-Mar-15	24-Apr-15	△────────────────────────────────────
PER.03.020	3 - Video/Ribbon/Sound - Construction Permit Process 1st Of Sesson	20 30-Mar-15	24-Apr-15	△——▼ Fire Alarm (Permit) - Permit Process
PER.01A.020	1A - West Atrium & Club Rest Rooms - Construction Permit Process 1st Off 5	Season 20 08-Apr-15	01-May-15	Δ────▼ 3 - VideirRibbon/Sound - Construction Permit Process 1st Off Season Δ───▼ 1A - West Afrium & Club Rest Rooms - Construction Permit Process 1st Off Season
PER.01B.020	1B - East Atrium & Club Rest Rooms - Construction Permit Process 1st Off S	eason 20 06-Apr-15	01-May-15	
PER.08.020				△===7 18 - East Airium & Club Res1 Rooms - Construction Permit Process 1st Off Season
PER.06.020 PER.06.010	8 - Visitor Lockers - Construction Permit Process 1st Of Season	20 13-Apr-15	08-May-15	Δ===7 8 - Visitor Lockers - Construction Permit Process 1st Of Season
PER.00.010	6 - Electrical Infrastructure - Demolition / Disturbance Permit Process 1st Of	Seeson 10 20-Apr-16	01-May-15	△□▼ 6 - Electrical Infrestructure - Demolition / Disturbance Permit Process 1st Off Sesson
PER.06.020	6 - Electrical Infrastructure - Construction Permit Process 1st Off Season	20 30-Jun-15	28-Jul-15	
PER.04.020	4 - Concessions & Plaza - Construction Permit Process 1st Off Sesson	30 19-Oct-15	01-Dec-15	△────────────────────────────────────
Standard Permits		182 11-May-15	01-Feb-16	4 - Concessions & Plaze - Construction Permit Process 1st Off Season
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Expedited Shop Dra	<b>3</b>	35 02-Mir-15	17-Apr-18	
8.09J.010 S.06E.010	Coatings & Sealants - Prepare Submittels/Cut Sheets	10 02-Mar-15	13-Mar-15	ASV Coolings & Sealanja - Prepare Submittals/Cut Sheets
S.03A.010	Millwork - Man Cave Sulte - Prepare Submittals/Cut Sheets	10 02-Mar-15	13-Mar-15	ACT Milliamrk - Man Catio Sulto - Propose Submittale/Cut Obsets
	Cast-in-Place Concrete (reinforcing, mix designs, accessories) - Prepare Submittals/Cut Sheets	10 02-Mar-15	13-Mar-15	Cast-in-Place Concrete (reinforcing, mix designs, accessories) - Prepara Submittals/Cut Sheets
S.03A.050	Structural Concrete Foam - Prepare Submittals/Cut Sheets	10 02-Mer-15	13-Mar-15	ASS Structural Concrete Foam - Prepare Submittals/Cut Sheets
S.04A.010 S.10D.010	Masonry - Prepare Submittals/Cut Sheets	10 02-Mar-15	13-Mar-15	Δ=V Masonry - Prepare Submittals/Cut Sheets
	Stainless Sleel / Glass Rails - Prepare Submittals/Cut Sheets	10 02-Mar-15	13-Mar-15	
Date: 13-Feb-15	△ V Remaining Work			Paymond James Challens
Date: 01-Aug-16				Raymond James Stadium
Date: 13-Feb-15	△ Critical Remaining Wor	K		
Date: 28-Jan-15	△ Actual Work			Page 1 of 11
imavera Systems, inc	◆ Milestone			CONSTRUCTION

Section   Content   Progres Submittation   Steels   Section   Se	
Section   Milwork - Super Sulter - Propers Bidemittation   Sweet   Sulter - Propers Submittation   Sweet   S	4 Shu Out Note
Size   Discourt   Propose Submittation (2.5 Sheets   1.0 Co-Mert   1.5 Mert	dentil chart days
Fire Protection General — Program Submittalia Crut Sheels   10 Co-Man-15   13-Mar-15	
School   Suite Mirror   Prepare Submittaliful Sheels   10 GAMart   15 - Mart	
Suite Mirrors - Propose Submittalia/Cut Sheets   5 02-Adm-15   13-Mar-15   5 02-Adm-15   13-Ma	1
Substance   Subs	
Doct   Schedule   Common   February   Fellow Mail & Wood) - Proper Submittal Cut Sheets   10 02-Mar-15   13-Mar-15   13-Mar-	
Commons   Comm	
Carpier   Propage Submittalar   Cut Sheels   10 02-Mar-15   13-Mar-15   5-Mar-15   5-M	
Coramic Tills - Prepare Submittala/Cut Sheets   10 02-Mar-15   13-Mar-15   1	
S.00E.010   Acoustical Callings - Prepare Submittala/Cut Sheets   10 02-Mar-15   13-Mar-15   13-Mar-	
Standard   Frequency Submittata   Cut Sheets   10 02-Mar-15   13-Mar-15	
5.195.0.10  10 WW * A HUS - Prepare Submittals/Cut Sheets  10 U2-Mar-15  1.54Mar-15  1.54Mar-16  1.55Mar-17  1.54Mar-16  1.55Mar-18  1.55	
5.156.010         W/w*s / AHU*s - Prepare Submittals/Cut Sheets         10 02-Mar-15         13-Mar-15         Ab=7 VAV*s / AHU*s - Prepare Submittals/Cut Sheets         Ab=8 VAV*s / AHU*s - Prepare Submittals/Cut Sheets           5.156.010         Light Fbdures - Prepare Submittals/Cut Sheets         10 02-Mar-15 06-Mar-15 06-Mar-15 06-Mar-15 06-Mar-15 06-Mar-15 06-Mar-15 06-Mar-15 06-Mar-15 06-Mar-15 08-Mar-16 06-Mar-15 08-Mar-16 08-Mar-	
S.158.010   Plumbing Flotures - Prepare Submittala/Cut Sheets   10 02-Mar-15   13-Mar-15   05-Mar-15   05-Mar-1	
5.114.010 Uglit Fiburea - Prepare Submittals/Cut Sheets 5.114.050 Custom Kichen Hoods - Prepare Submittals/Cut Sheets 5.114.050 Custom Kichen Hoods - Prepare Submittals/Cut Sheets 5.114.050 Food Service Equipment - Prepare Submittals/Cut Sheets 5.114.050 Food Service Equipment - Prepare Submittals/Cut Sheets 5.114.050 Food Service Equipment - Prepare Submittals/Cut Sheets 5.114.050 Fire Protection (Permit) - Prepare Submittals/Cut Sheets 5.114.050 Fire Protection (Permit) - Prepare Submittals/Cut Sheets 5.114.050 Fire Alarm (Permit) - Prepare Submittals/Cut Sheets 5.114.050 Fire Alarm (Permit) - Prepare Submittals/Cut Sheets 5.160.050 Plumbing General - Pr	
S.11H.010	
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5.11H.09 Food Service Equipment - Prepare Submittals/Cut Sheets 10 02-Mar-15 13-Mar-15 27-Mar-15 27-Mar-1	
S.16A.10   Fire Protection (Permit) - Prepare Shorp Drawings   20 02-Mar-15   27-Mar-15	
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S.161.050   Fire Alarm (Parmit) - Prepare Shop Drawlings   20 02-Mar-15   27-Mar-15   27	
S. 16A. 130   Electrical General - Prepare Submittals/Cut Sheets   5 02-Mar-15   05-Mar-15	
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S.08A.020   Door Frames - Expedited Reviewi/Approve   S.09-Mar-15   3-Mar-15   3-Mar-1	
S.18A.020   Light Fixtures - Expedited Review/Approve   5 09-Mer-15   13-Mer-15   13-Mer	
S.16A.140   Electrical General - Expedited Review/Approve   5 09-Mar-15   13-Mar-15   15 Electrical General - Expedited Review/Approve   5 09-Mar-15   13-Mar-15   15 Electrical General - Expedited Review/Approve   5 09-Mar-15   13-Mar-15   13-M	
S.15C.180 Mechanical General - Expedited Review/Approve 5 09-Mar-15 13-Mar-15 AV Beatrical General - Expedited Review/Approve 5 19-Mar-15 13-Mar-15 AV Beatrical General - Expedited Review/Approve 5 19-Mar-15 13-Mar-15 AV Mechanical General - Expedited Review/Approve 5 19-Mar-15 13-Mar-15 AV Flumbing General - Expedited Review/Approve 5 19-Mar-15 13-Mar-15 AV Flumbing General - Expedited Review/Approve 5 19-Mar-15 13-Mar-15 AV Flumbing General - Expedited Review/Approve 5 19-Mar-15 13-Mar-15 AV Flumbing General - Expedited Review/Approve 5 19-Mar-15 AV Flumbing Gene	
S.158.100   Plumbing General - Expedited Review/Approve   5 19-Mar-15   13-Mar-15   25 / Mechanical General - Expedited Review/Approve   5 19-Mar-15   13-Mar-15   25 / Mechanical General - Expedited Review/Approve   5 19-Mar-15   13-Mar-15   13	9
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D Canada Care Suite - Early 1st Oil Season	
5.03x.020 Gast-in-made Concrete (reinforcing, mix designs, accessories) - Expedited Shop 5 16-Mar-15 20.Mer-15 (20.Mer-15)	4-
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8.034.060 Structural Concrete Foam - Expedited Shop Drawings/Submittels 5 18-Mar-15 20-Mar-15 5 Structural Concrete Foam - Expedited Shop Drawings/Submittels	4
8.044.020 Masonry - Expedited Shop Drawings/Submittals 10 16-Mar-15 27-Mar-15 A=7 Masonry - Expedited Shop Drawings/Submittals	
5.10U.U2U Stainless Steel / Glass Ralls - Expedited Review/Approve 5 18-Mar-15 20-Mar-15 //7 Stainless Steel / Glass Ralls - Expedited Review/Approve	
3.00c. NO Millwork - Super States - Expedited Review/Approve 10 16-Mar-15 27-Mer-15 A=7 Millwork - Super States - Expedited Review/Approve	
5.134.000 Fire Protection General - Expedited Review/Approve 5 16-Mer-15 20-Mer-15 4/7 Fire Protection General - Expedited Review/Approve	
a.uec.300 millwork - Restroom Counters - Expedited Shop Drawings/Submittals 5 18-Mar-15 2D-Mar-15 AV Millwork - Restroom Counters - Expedited Shop Drawings/Submittals	7
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S.08A.060 Doors & Hardware (Hollow Metal & Wood) - Expedited Shop Drawings/Submittals 10 15-Mar-15 27-Mar-15 ACT Doors & Hardware (Hollow Metal & Wood) - Expedited Shop Drawings/Submittals 10 15-Mar-15 27-Mar-15	
S.08G.020 Overhead & Side Colling Doors - Expedited Review/Approve 5 18-Mar-15 20-Mar-15 (AT Overhead & Side Colling Doors - Expedited Review/Approve	1
S.09M.020 Carpet - Expedited Review/Approve 5 18-Mer-15 20-Mer-15 (Carpet - Expedited Review/Approve	
S.080.020 Ceramic Tile - Expedited Review/Approve 5 15-Mar-15 20-Mar-15 20-Mar-16 27 Ceramic Tile - Expedited Review/Approve	
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25 Acoustical Callings - Expeditions Country C	
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Substandard Shop Drawings/Submittals 200 92-Mar-15 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 13-Apr-15 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - Visiting Lockers - Expedited Review/Approve 5 11-0pc-15 DP Millwork - V	
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Start Date: 13-Feb-15 Finish Date: 01-Aug-16 Date Date: 13-Feb-15 Run Date: 28-Jan-15 (c) Primavera Systems, Inc.

A Remaining Work
Critical Remaining Work
A Actual Work

◆ Milestone

Raymond James Stadium

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Expedited Fabrica	Activity Notice	maining Loan	Print	2015
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		88 16-Mar-15	15-Jun-15	
F.08A.010	Door Frames - Fab & Deliver	10 16-Mar-15	27-Mar-15	Δ≕7 Door Frames - Feb & Deliver
F.16A.010	Light Fixtures - Fab & Deliver	40 16-Mar-15		△ V Light Fixtures - Fab & Deliver
F.16A.040	Electrical General - Fab & Deliver	5 16-Mar-15		AST Electrical General - Fab & Deliver
F.15C,060	Mechanical General - Fab & Deliver	5 16-Mar-15		AS Machanica General - Fan & Deliver
F.15B.030	Flumbing General - Fab & Deliver	5 16-Mar-15		
F.09L-010	Coatings & Sealants - Fab & Deliver	5 23-Mar-15		AST Plumbing General - Feb & Deliver
F.06E.010	Millwork - Man Cave Suite - Fab & Deliver			ASV Coelings & Seplants - Fab & Deliver
F.03A.010		30 23-Mar-15		△ 7 Millwork - Man Cave Suite - Fab & Deliver
	Cast-in-Place Concrete (reinforcing, mix designs, accessories) - Fab & Delly			Est-in-Place Concrete (reinforcing, mix designs, accessories) - Feb & Deliver
F.03A.020	Structural Concrete Foam - Fab & Deliver	20 23-Mer-15	17-Apr-15	△ Structural Concrete Foam - Fab & Deliver
F.10D.010	Stainless Steel / Glass Rails - Fab & Daliver	50 23-Mar-15	01-Jun-15	△ ▼ Stafnless Steel / Glass Rails - Feb & Deliver
F.15A.020	Fire Protection General - Fab & Deliver	5 23-Mar-15	27-Mar-15	⚠ Fire Protection General - Fab & Deliver
F.06E.100	Millwork - Restroom Counters - Fab & Deliver	30 23-Mar-15		A 1 Millwork - Restroom Counters - Fab & Deliver
F.10A.010	Suite Mirrors - Fab & Deliver	30 23-Mar-15	o r tring to	A millions - Restroom dutities - Fab & Deliver  A Suff Mirror - Fab & Deliver
F.08G.010	Overhead & Side Colling Doors - Fab & Deliver	30 23-Mar-15		
F.09M.010	Carpet - Feb & Deliver			Dverhead & Side Colling Doors - Fab & Deliver
F.09D.010	Ceramic Tile - Fab & Deliver	45 23-Mar-15		△ Carpet - Fab & Deliver
		30 23-Mar-16		△ Caramic Tile - Feb & Deliver
F.09E,010	Acoustical Ceilings - Fab & Deliver	10 23-Mar-15	03-Apr-15	Acoustical Ceilings - Fab & Deliver
F.10M.010	Toilet Partitions - Fab & Deliver	40 23-Mar-15	15-May-15	✓ Tdilet Partitions - Fab & Deliver
F.15C.010	HVAC Fan Coils - Fab & Deliver	30 23-Mar-15	D1-May-15	△ V HVAC Fan Coils - Fab & Deliver
F.15G.010	VAV's / AHU's - Fab & Deliver	60 23-Mar-15		△ ✓ VAVs / AHU's - Fab & Deliver
F.15B.010	Plumbing Fixtures - Fab & Deliver	20 23-Mar-15		
F.11H.010	Walk-In-Coolers - Fab & Deliver	40 23-Mar-15		A==== Plumbing: Fixtures - Fab & Deliver
F.11H.020	Custom Kitchen Hoods - Feb & Deliver			Δ────────────────────────────────────
F.11H.030		40 23-Mar-15		Gustom Kitchen Hoods - Fab & Deliver
F.04A.010	Food Service Equipment - Fab & Deliver	30 23-Mar-15	01-May-15	△ Food Service Equipment - Fab & Deliver
	Masonry - Fab & Deliver	5 30-Mar-15	03-Apr-15	AT Masonry - Fab & Deliver
F.06E.040	Millwork - Super Suites - Fab & Deliver	30 30-Mar-15	08-May-15	△ ✓ Milliwork - Super Suites - Fab & Deliver
F.08A.020	Doors & Hardware (Hollow Metal & Wood) - Fab & Deliver	30 30-Mer-15	08-May-15	△ ∇ Doors & Hardware (Hollow Metal & Wood) - Fab & Deliver
F.11H.040	Ansul System - Fab & Deliver	50 08-Apr-15		A South of the drive of challength who are a woody - Fab & Deliver
F.05C.020	Misc Metals Supports - Fab & Deliver	1D 13-Apr-15	24-Apr-15	Ansul System - Fab & Deliver
F.D6E.020	Millwork - Visiting Lockers - Fab & Deliver	30 20-Apr-15		
Standard Fabricat		232 06-Apr-15		△ ────────────────────────────────────
Construction		358 02-Mar-15	26 Jul-16	
1A -West Existing	g Restrooms	100 02-Mar-15	21-Jul-15	
C.1A.RR.010			F 7 2 1 2	
	West Restrooms - Demolition	15 02-Mar-15	20-Mar-15	✓ West Restrooms: - Demolition
C.1A.RR.020	West Restrooms - Finishes	30 04-May-15	15-Jun-15	△ ⇒ 7 West R estrooms - Finishes
C.1A.RR.030	West Restrooms - Partitions	5 18-Jun-15		AWest Restrooms - Partitions
C.1A.RR.040	West Restrooms - Fixtures	15 23-Jun-15		
C.1A.RR.050	West Restrooms - Punch & Clean	5 15-Jul-15		△==───────────────────────────────────
1A - West Atrium I			21-Jul-15	∆\$7 West Restrooms - Punch & Clean
		130 19-Jan-16	21-Jul-16	
C.1A.010	West Atrium - Demolition	10 19-Jan-16	01-Feb-16	
C,1A.020	West Atrium - Structure	35 02-Feb-18		A  ───────────────────────────────────
C.1A.030	West Alrium - Gypboard Well System	15 23-Mar-16		Δ———  ✓ West Abrium - Structure
G.1A,050	West Alrium - Escalator			A——▼ West Atrium - Gypboard Wall 8 satem
G.1A.060		20 23-Mer-16	10 1 pr 10	Δ——  West Alrium - Escalator
	West Atrium - New Elevator & Refurblah Existing	50 23-Mar-16		A ────────────────────────────────────
C.1A.070	West Atrium - New Glass Entries/Canopies/Spandrel Glass	25 23-Mar-16	26-Apr-16	Δ ────────────────────────────────────
C.1A.040	West Alrium - Storefront Partitions	10 13-Apr-16	26-Apr-16	→ Viesa Airium - New Gissa critigari, anopies/Spendrei die
		70 30-Mac 10	97-382-10	Avest Artrum - 51076mont Partitions
Beer Hall	West Beer Hall - Overhead MEP Rough			
		10 au-mar-16	10 1 qui 10	△=7 Wast Bear Hall - Overhead MEP Rough
C.1A,BH,010			10-May-16	△ ▼ West Beer Hall - Acquistical Cellings/MEP Trimout
C.1A,BH,010 C.1A,BH,020	West Beer Hall - Acoustical Ceilings/MEP Trimout	20 13-Apr-16		TYPES DEGI (1011 - ALQUSTICE) CEILINGS/MEP I I IMQUI
C.1A,6H,010 C.1A,8H,020 C.1A,8H,030	West Beer Hall - Acoustical Ceilings/MEP Trimout Weat Beer Hall - Flooring	15 11-May-16		
C.1A,BH,010 C.1A,BH,020 C.1A,BH,030 C.1A,BH,040	West Beer Hall - Acoustical Ceilings/MEPTrimout West Beer Hall - Flooring West Beer Hall - Wall Finishes/Graphics/AV			Δ=□∇ West Beer Hall - Flooring
C.1A.6H.010 C.1A.6H.020 C.1A.6H.030 C.1A.6H.040 C.1A.6H.050	Wast Beer Hall - Acoustical Ceilings/MEPTrimout West Beer Hall - Flooting West Beer Hall - Wall Finishes/Graphics/AV Wast Beer Hall - Bar/Millwork	15 11-May-16	01-Jun-18	Δ──V West Beer Hall - Flooring Δ──V West Beer Hall - Finishea/Graphic
C.1A.BH.010 C.1A.BH.020 C.1A.BH.030 C.1A.BH.040 C.1A.BH.050 C.1A.BH.060	Wast Beer Hall - Acousticst Ceilings/MEPTrimout West Beer Hall - Flooting West Beer Hall - Wall Finishes/Graphics/AV Wast Beer Hall - Bar/Millhvork West Beer Hall - Klitchen Equipment	15 11-May-16 20 02-Jun-16	01-Jun-18 29-Jun-16 29-Jun-16	Δ≔⊐7 West Beer Hall - Flooring Δ°=□□7 West Beer Hall - Wall Finishea/Graphiα Δ°=□□7 West Beer Hall - Barkhiliwork
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C.1A.BH.020 C.1A.BH.030 C.1A.BH.050 C.1A.BH.050 C.1A.BH.050 C.1A.BH.060 C.1A.BH.080 t Date: 13-Feb-15 h Date: 13-Feb-15	Wast Beer Hall - Acoustical Ceilings/MEPTrimout Wast Beer Hall - Flooting Wast Beer Hall - Wall Finishes/Graphics/AV Wast Beer Hall - Barl/Millwork Wast Beer Hall - Klichen Equipment West Beer Hall - Punch & Clean	15 11-May-16 20 02-Jun-18 20 02-Jun-16 15 02-Jun-16	01-Jun-16 29-Jun-16 29-Jun-16 22-Jun-16	Mest Beer Hall - Flooring  △───────────────────────────────────
C.1A.BH.020 C.1A.BH.030 C.1A.BH.030 C.1A.BH.040 C.1A.BH.050 C.1A.BH.060 C.1A.BH.080 t Date: 13-Feb-15 sh Date: 13-Feb-15 Date: 23-Jan-15	West Beer Hall - Acoustical Ceilings/MEPTrimout West Beer Hall - Flooring West Beer Hall - Wall Finishes/Graphics/AV West Beer Hall - Bar/Millwork West Beer Hall - Kitchen Equipment West Beer Hall - Punch & Clean  Actual Work  Actual Work	15 11-May-16 20 02-Jun-18 20 02-Jun-16 15 02-Jun-16	01-Jun-16 29-Jun-16 29-Jun-16 22-Jun-16	△────────────────────────────────────
C.1A.BH.020 C.1A.BH.030 C.1A.BH.050 C.1A.BH.050 C.1A.BH.050 C.1A.BH.060 C.1A.BH.080 t Date: 13-Feb-15 h Date: 13-Feb-15	West Beer Hall - Acoustical Ceilings/MEPTrimout West Beer Hall - Flooring West Beer Hall - Wall Finishes/Graphics/AV West Beer Hall - Baryfilliwork West Beer Hall - Steen Equipment West Beer Hall - Punch & Clean  Amount Celean  Actual Work	15 11-May-16 20 02-Jun-18 20 02-Jun-16 15 02-Jun-16	01-Jun-16 29-Jun-16 29-Jun-16 22-Jun-16	Mest Beer Hall - Flooring  △───────────────────────────────────
C.1A.BH.020 C.1A.BH.020 C.1A.BH.030 C.1A.BH.040 C.1A.BH.050 C.1A.BH.060 C.1A.BH.080 Date: 13-Feb-15 th Date: 01-Aug-16 Date: 3-Feb-15 Date: 23-Feb-15	West Beer Hall - Acoustical Ceilings/MEPTrimout West Beer Hall - Flooring West Beer Hall - Wall Finishes/Graphics/AV West Beer Hall - Bar/Millwork West Beer Hall - Kitchen Equipment West Beer Hall - Punch & Clean  Actual Work  Actual Work	15 11-May-16 20 02-Jun-18 20 02-Jun-16 15 02-Jun-16	01-Jun-16 29-Jun-16 29-Jun-16 22-Jun-16	Mest Beer Hall - Flooring  △───────────────────────────────────

Aty ID	Activity Name		manifed Statt	FIGUR	2915
Team Store			Dupagal		Foo Mar Avy May Jan Avi Sep Oct Nov Din Jan Foo Use 75cm 957, Jun Jul Sep Oct No
					The first of the f
C.1A.TS.010	West Team Store - Overhead MEP Rou		10 13-Apr-16	26-Apr-16	
C 1A TS 020	West Team Store - Wood Ceiling/Beam	8	10 27-Apr-16	10-May-16	Δ≔7 West Team Store - Overhead M⊟P Rough
C.1A.TS.030	West Team Store - Flooring		5 11-May-16	17-May-16	Δ≔V West Team Store - Wood Calling/Beams
C 1A TS 040	West Team Store - Wall Finishes/Grap	hics/AV	15 18-May-16	08-Jun-16	△♥ West Team Store - Flooring
C.1A.TS.080	West Team Store - Punch & Clean		5: 99-Jun-16	15-Jun 16	✓ West Team Store - Wall Finishes/Graphi
Club Level			State State	MEASURE TO	△SV West Team Store - Punch & Clean
C.1A.CL.010	West Club Level - Overhead MEP Roug	ds.		SOLD-HOUSE.	
C.1A.CL.020	West Club Level - Acoustical/Gypboard		15 23-Mar-16	12-Apr-16	△────────────────────────────────────
C.1A.CL.050	West Club Level - Restrooms	Cellings	20 13-Apr-16	10-May-16	✓ West Club Level - Acoustical/Gypboard Cellings
C.1A.CL.030	West Club Level - Flooring		30 13-Apr-16	24-May-16	△ ✓ West Club Level - Restrooms
C.1A.CL.040	West Club Level - Wall Finishes/Graph		20 11-May-18	08-Jun-16	Δ=□▼ West Club Level - Flooring
G.1A.GL.060	West Club Level - Wall Finishes/Graph West Club Level - Concessions	ics/AV	20 09-Jun-18	07-Jul-16	✓ West Club Laval - Wall Finishes
G.1A.GL.080	West Club Level - Concessions West Club Level - Punch & Clean		25 09-Jun-16	14-Jul-16	A—————————————————————————————————————
			5 15-Jul-16	21-Jul-16	AF West Clib Level - Punch & Cl
IB - East Existing	Restrooms		100 02-Mar-15	21-Jul-15	DV West Citio Level - Punch & Ci
C.1B.RR.010	East Restrooms - Demolition		15 02-Mer-15	20-Mer-15	East Restroms - Denotition
C.1B.RR,020	East Restrooms - Finishes		30 04-May-15	15-Jun-15	
C.1B.RR.030	East Restrooms - Partitions		5 16-Jun-15	15-Jun-15 22-Jun-15	East Restruoms - Finishes
C.1B.RR,040	East Restrooms - Fixtures		5 16-Jun-15 15 23-Jun-15		∆SV East Restrooms - Partitions
C.1B.RR.050	East Restrooms - Punch & Cinan		15 23-Jun-15 5 15-Jul-15	14-Jul-15 21-Jul-16	△───▼ East Restrooms - Fixtures
B - East Atrium 8					△SV East Restrooms - Punch & Clean
			115, 26-Jan-16	07-Jul-16	
C.1B.010	East Airlum - Demolition		10 28-Jan-16	08-Feb-16	
C.1B.020	East Atrium - Structure		20 09-Feb-16	08-Mar-16	△=▼ East Atrium - Demolition
C.1B.030	East Atrium - Gypboard Wall System		15 D9-Mar-16	29-Mar-16	△ → V East Atrium - Structure
C.1B.06D	East Atrium - New Elevator & Refurbish	Existing	50 09-Mar-16	17-May-16	A—────────────────────── EastAtrium - Gypboerd Wall System
C.1B.070	East Atrium - New Glass Entries/Canop	ies/Spandrel Glass	25 09-Mar-16	12-Apr-16	△ ▼ East Atrium - New Elevator & Refurblish Existing
ouu Hali			70 15 14 16	BANK TOWN	△─────────────────────── East Atrium - New Glass Entries/Canopies/Spandrel Gla
C.18.6H.010	East Beer Hall - Overhead MEP Rough		The second second		
C.18.BH.020			10 16-Mar-16	29-Mar-16	Δ≔7 East Bear Hall - Overhead MEP Rough
C.18.8H.030	East Beer Hall - Acoustical Cellings/ME	P Trimout	20 3D-Mar-16	26-Apr-16	△ — Zeal Beer Hall - Aousticol Ceilings/MEP Trimout
C.1B.BH.030	East Beer Hall - Flooring		15 27-Apr-16	17-May-16	△ — Zeal Beer Hall - Rigoring - Primdut  △ — Zeal Beer Hall - Rigoring - Primdut
	East Beer Hall - Wall Finishes/Graphic	s/AV	20 18-May-16	15-Jun-16	△ Cast Beer Hall - Flooring  △ Test Beer Hall - Wall Finishes/Graphic
C.1B.BH.050 C.1B.BH.060	East Beer Hall - Bar/Millwork		20 18-May-16	15-Jun-16	Z——✓ East Beer Hall - Viall Finishes/Graphics  Z——✓ East Beer Hall - Bar/Millwork
	East Beer Hall - Kitchen Equipment		15 18-Mey-16	08-Jun-16	
C.1B.BH.080	East Beer Hall - Punch & Clean		5 16-Jun-18	22-Jun-16	△────────────────────────────────────
Crub Eevel:			45 00 Mar-16	197-Juli 56	ASV East Beer Hall - Punch & Clean
C.1B.CL.010	East Club Level - Overnead MEP Rough		15 09-Mar-16		
C.1B.CL.020	East Club Level - Acoustical/Gypboard			29-Mar-16	Δ===V East Club Level - Overhead MEP Rough
C.1B.CL.050	East Club Level - Restrooms	Servide	20 30-Mar-16	26-Apr-16	
C.1B.CL.030	East Club Level - Flooring		30 30-Mar-16	10-May-16	△ ▼ East Club Level - Restrooms
C.1B.CL.040	East Club Level - Wall Finishes/Graphic	- 144	20 27-Apr-16	24-May-16	△ ▼ East Club Level - Flooring
C.1B.CL.060	East Club Level - Concessions	SI/AV	20 25-May-16	22-Jun-16	Est Club Level - Wall Finishes/Grapl
C.18.CL.080			25 25-May-16	29-Jun-16	Δ— V East Cifu Level - Concessions Δ — V East Cifu Level - Concessions
- Suites	East Club Level - Punch & Clean		5 30-Jun-16	D7-Jul-16	AF East Club Level - Punch & Clean
- Suites			312 02-Mar-15	24-May-16	254 East Club Level - Punch & Clean
lub Stiffes	THE RESERVE OF THE PERSON NAMED IN		16 0 Mar II	Table 1	
eline are not			100 100 100 100		
C.2,CS.010	Club Suites - Demoirtion		10 02-Mar-15	13-Mar-15	A⊟V Club Suites - Demolfilion
C.2.CS.020	Club Sultes - Metal Stud Framing		5 16-Mar-15	20-Mar-15	AS7 Club Suites - Metal Stud Framing
C.2.CS.040	Club Suites - Overhead & Inwall MEP Ro	ough-in	15 30-Mar-15	17-Apr-15	A—→ Club Sultes - Overhead & Inwall MEP Rough-in
C.2,CS.050	Club Suites - Hang & Finish Drywall		10 27-Apr-15	08-May-15	ACT Colors Sultas - Hang & Finish Drowell
C.2.CS.060	Club Suites - Painting		5 11-May-15	15-May-15	Club Sulles - Painting
C.2.C8.07D	Club Suites - Ceilings		10 18-May-15	01-Jun-15	∠ Gipto Suites - Franting  Δ Gipto Suites - Cellings
C.2.CS.08D	Club Suites - Flooring		15 26-May-15	15-Jun-15	∆—y club suries - (cellings ∆—37 Club suries - Flooring
C.2.CS.090	Club Suites - MillworldDrink Rails		20 02-Jun-15	29-Jun-15	
C.2.C8.110	Club Sultes - Sealing & Accessories		10 23-Jun-15	07-Jul-15	Δ===7 Club Suites - Millwork/Drink Rails
C.2.C8.120	Club Sultes - MEP Trim & AV		10 23-Jun-15	07-Jul-15 07-Jul-15	Δ=7 Club Suites - Seating & Accessories:
te: 13-Feh-15			TO AD-DUIF 10	57-Val-10	△ Club Suites - MEPTrim & AV
		△ V Remaining Work			Raymond James Stadium
Date: 01-Aug-16		9	1		Naymond James Stadium
ate: 13-Feb-15					D D
te: 28-Jan-15		Actual Work			Page 4 of 11
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C.2.CS.100	Club Suites - Doors & Hardware	5 30-Jun-15	07-Jul-15		ASV Club Suites - Doors & Hardware
C.2.CS.130	Club Sultes - Punch & Clean	5 08-Jul-15	14-Jul-15		AV Club Sulhas - Punch & Clean
Super Suntes		105 02-035 15	2600000	1	
C.2.SS.010	Super Suites - Demontron & New Openings @ Concourse Level	15 02-Mar-15	20-Mar-15		
C.2.88.020	Super Sultes - Metal Stud Framing	5 23-Mar-15	20-Mar-15 27-Mar-15	1	A Super Suites - Démolition & New Openings @ Concourse Level
C.2.88.030	Super Sultes - New Structural Supports above Ceiling			1 1	AST Super Suites - Melal Stud Framing
C.2.SS.040	Super Suites - Overhead & Inwall MEP Rough-in	10 23-Mer-15	03-Apr-15		ir≕7 Super Suites - New Structural Supports above Celling
C.2.88.050	Super Sultes - Hand & Finish Drewall	25 30-Mar-15	01-May-15		△ V Super, Suites - Overheed & Inwall MEP Rough-In
C.2.88.080	Super Sultes - Painting & Printing Drywall Super Sultes - Painting	10 04-May-15	15-May-15		A≔V Super Suites - Heng & Fin sh Drywall
C.2.SS.070	Super Sultes - Ceilings	5 18-May-15	22-May-15	1	△17 Super Sultes - Peinting
		16 26-May-15	15-Jun-15		Super Suites - Ceilings
C.2.5S.090	Super Suites - Millwork/Drink Rails	15 09-Jun-16	29-Jun-15		Δ==√ Super Suites - Millwork/Drink Rails
C.2.88.080	Super Suites - Flooring	10 30-Jun-15	14-Jul-15		△=7 Super Suites - Flooring
C.2.SS.110	Super Suites - Seating & Accessories	10 08-Jul-15	21-Jul-15		△=7 Super Suites - Beating & Accessories
C.2.SS.120	Super Suites - MEP Trim & AV	10 08-Jul-15	21-Jul-15		Super Suites - MEPTrim & AV
C.2.88.100	Super Suites - Doors & Hardware	5 15-Jul-15	21-Jul-15		△SV Super Sultes - Doors & Hardware
C.2.SS.130	Super Suites - Punch & Clean	5 22-Jul-15	28-Jul-15		∆SV Super Sulles - Punch & Clean
Restrooms		The section of the se	20 00) (0		ZW Super duties - Funch & Clean
C.SS.RR.010		The other lands of	- Section all	2	
	Super Suites Rest Rooms - MEP Rough	10 30-Mar-15	10-Apr-15		Δ≔7 Super Sultes Rest Rooms - MEP Rough
C.SS.RR,020	Super Suites Rest Rooms - Hang & Finish Gypboard	5 27-Apr-15	01-May-15		△ Super Suites Rest Rooms - Hang & Finish Gyoboard
C.SS.RR.030	Super Suites Rest Rooms - Ceilings	5 04-May-15	08-May-15		△S Super Suites Rest Rooms - Ceilinos
C.SS.RR.040	Super Suites Rest Rooms - Ceramic Tile Walls & Floors/Paint	15 11-May-15	01-Jun-15	1 1	△ → Super Suites Rest Rooms - Ceremic Tile Wells & Floors/Peint
C.SS.RR.050	Super Suites Rest Rooms - Partitions	5 02-Jun-15	08-Jun-15		ANY Super Suites Rest Rooms - Partitions
C.SS.RR.060	Super Suites Rest Rooms - Countertops/Fixtures/MEP Trim	15 09-Jun-15	29-Jun-15		△ Super Suites Rest Rooms - Countertops/Fixtures/MEPTrim
Lower Stiller West		60 20AM = 15	No UBI		Super Sultes Rest Rooms - Countertops/Fixtures/MEP Trim
and the second	- The state of the				
C.2.LSQA.010	Lower Sunes West Side Quad A - Demolition	10 23-Mar-15	03-Apr-15	1	Δ=∇ Lower Sultes West Side Quad A - Demolition
C.2.LSQA.040	Lower Suites West Side Quad A - Overhead & Inwall MEP Rough-in	15 06-Apr-15	24-Apr-15	1	△—V Lower Suites West Side Quad A- Overhead & Inwell MEP Rough-In
C.2.LSQA.050	Lower Suites West Side Quad A - Patch/Replace/Repair New Walls	10 27-Apr-15	0B-May-15		△ Lower Suites West Side Qued A - Patch/Replace/Repair New Weste
C.2.LSQA.060	Lower Suites West Side Quad A - Painting	8 11-May-15	15-May-15	1 1	457 Lower Sulles West Side Quad A - Painting
C.2.LSQA,070	Lower Suites Wast Side Quad A - Ceilings	10 18-May-15	01-Jun-15	1 1	A Lower Sulter Wast Side Quad A - Cellinos
C.2.LSQA,080	Lower Suites West Side Quad A - Flooring	10 26-May-15	08-Jun-15	1 1	
C.2.LSQA.090	Lower Sultes West Side Quad A - Millwork/Drink Rails	20 02-Jun-15	29-Jun-15	1 1	△ Lower Suites West Side Qued A - Flooring
C.2.LSQA.140	Lower Sultes West Side Quad A- Restrooms	20 02-Jun-15			Č───▼ Lower Suites West Side Qued A - Millworld/Drink Ruffe
C.2.LSQA.150	Lower Suites West Side Quad A - Corridor		07-Jul-15		△ ✓ Lower Suites West Side Quad A - Restrooms
C.2.LSQA.030		20 16-Jun-15	14-Jul-15		△ Lower Sultes West Side Quad A - Carridor
C.2.LSQA.110	Lower Suites West Side Quad A - Food Service Equipment	10 23-Jun-16	07-Jul-15		△ Lower Suites West Side Qued A - Food Service Equipment
	Lower Sultes West Side Quad A - Seating & Accessories	10 30-Jun-15	14-Jul-15		△□7 Lower Sultes West Side Quad A - Seating & Accessories
C.2.LSQA.120	Lower Suites West Side Quad A - MEP Trim & AV	10 30-Jun-15	14-Jul-15		Δ≔V Lower Sultes West Side Quad A - MEP Trim & AW
C.2.LSQA.100	Lower Suites West Side Quad A - Doors & Hardware	5 15-Jul-16	21-Jul-15		∆57 Lower Suites West Side Quad A - Doors & Handware
C.2.LSQA.130	Lower Suites West Side Quad A - Punch & Clean	5 22-Jul-15	28-Jul-15		△▼ Lower Suites West Side Quad A - Punch & Clean
Lower Suites West 2	Side Quad D	10 30 Mar-15	29-34-15	0	The state of the s
C.2.LSQD.010	Lower Suites West Side Quad D - Demolition	10 30-Mar-15	10-Apr-15	10	
C.2.LSQD.040	Lower Sultes West Side Quad D - Overhead MEP Rough-In				Δ≔7 Lower Sulles West Side Quad D - Demolition
C.2.LSQD.050	Lower Sultes West Side Quad D - Patch/Replace/Repair New Walls	15 13-Apr-16	01-May-15	ļļ	Δ==-7 Lower Suites West Side Quad D - Overhead MEP Rough-in
C.2.LSQD.060	Lower Suites West Side Quad D - Patch/Replace/Repair New Walls  Lower Suites West Side Quad D - Painting	10 27-Apr-15	D8-May-15		△□□ Lower Sultes West Side Quad D - Patch/Replace/Repair New Walls
C.2.LSQD,000		5 11-May-15	15-May-15		□ Lower Suites West Side Qued D - Peinting
C.2.LSQD.070	Lower Sultes West Side Qued D - Ceilings	10 1B-May-15	01-Jun-15		△ Lower Suites West Side Qued D - Ceillings
	Lower Suites West Side Quad D - Flooring	10 28-May-15	08-Jun-16		△=> Lower Suites West Side Quad D - Ficoring
C.2.LSQD.090	Lower Sultes West Side Quad D - Millwork/Drink Ralls	20 02-Jun-15	29-Jun-15		✓ Lower Suites West Side Quad D - Mill/work/Drink Relie
C.2.LSQD.140	Lower Suites West Side Quad D - Restrooms	20 09-Jun-15	07-Jul-15		△ V Lower Suites West Side Quad D - Restrooms
C.2.LSQD.150	Lower Suites West Side Quad D - Corridor	20 16-Jun-15	14-Jul-15		△ V Lower Sultes West Side Quad D - Corridor
C.2.LSQD.030	Lower Suites West Side Quad D - Food Service Equipment	10 23-Jun-15	07-Jul-15		∠ Lower Suites West Side Quad D - Corridor  ∠ Lower Suites West Side Quad D - Food Service Equipment
C.2.LSQD,110	Lower Sultes West Side Quad D - Seating & Accessories	10 30-Jun-15	14-Jul-15		△ Lower suites west side duad u - Pool Service Eggipment  △ Tower Suites West Side Quad Accessoring
C.2.LSQD.120	Lower Sultes West Side Quad D - MEP Trim & AV	10 30-Jun-15	14-Jul-16		
C.2.LSQD.100	Lower Sultes West Side Quad D - Doors & Hardware	5 15-Jul-15	21-Jul-15	J	A≔V Lower Suites West Side Quad D - MEP Trim & AV
C.2.LSQD.130	Lower Suites West Side Quad D - Punch & Clean	5 22-Jul-15	21-Jul-15 28-Jul-15		ΔS7 Lower Seltes Weat Side Quad D- Doors & Hardware
Lower Surles East S		2 SS-201-19			△SV Lower Suites West Side Quad O - Punch & Clean
		NY 13-69-10:			
C.2.LSQB.010	Lower Suites Wast Side Quad B - Demolition	10 13-Apr-15	24-Apr-15		A≔7 Lower Suites West Side Quad B - Demolition
ate: 13-Feb-15					
Date: 01-Aug-16	△ Remaining Work				Raymond James Stadium
Date: 13-Feb-15	Critical Remaining Work				
ate: 28-Jan-15	Actual Work				Page 5 of 11
mavera Systems, Inc	◆ Milestone	I			

torty (t)	Activity Name	umaining Start	Founds	2016
		Domina	-1	DT TUB NOT ANY MAY JUN JUN JUN SER OUT NOV Dx TOP FIRD MA ANY MAY JUN JUN ANY SER OUT NOV
C.2.LSQB.040	Lower Suites West Side Quad & - Overhead MEP R		5 15-May-15	Δr √ Lower Suites West Side Quad B - Overhead MBP Rough-In
C.2.LSQB.050	Lower Sultes West Side Quad 8 - Patch/Replace/R	spair New Walls 10 11-May-1	5 22-May-15	Δ≕V Lower Suites West Side Quad B - Patch/Repisce/Repair New Walls
C.2,LSQ8,060	Lower Suites West Side Qued B - Painting	5 26-May-1	5 01-Jun-15	∆5√ Lower Suites West Side Qued B - Painting
C.2.LSQB.070	Lower Suites West Side Quad B - Ceilings	10 02-Jun-1		A Cower Suites West Side Quad B - Cellings
C.2.LSOB.080	Lower Sultes West Side Qued B - Flooring	10 09-Jun-1		
C.2.LSQB.090	Lower Sultes West Side Qued B - Millwork/Drink Ru			△➡ Lower Suites West Side Quad B - Flooring
C.2.LSQB.140	Lower Sultes West Side Quad 8 - Restrooms	20 10-001-1		△ Z Lower Suites West Side Quad B - MillworldDrink Ralls
C.2.LSQB.160		20 23-Jun-1		△ V Lower Suites West Side Quad B Restrooms
	Lower Sultes West Side Quad B - Corridor	20 30-Jun-1	5 28-Jul-15	△ ✓ Lower Suites West Side Quad 8 - Comidor
C.2.LSQB.030	Lower Suites West Side Quad B - Food Service Equ		21-Jul-15	Δ≔∇ Lower Suites Wast Side Quad B - Food Service Equipment
C.2.LSQB.110	Lower Sulles Wast Side Quad B - Sealing & Access	orles 10 15-Jul-15	28-Jul-15	A≔7 Lower Suites West Side Quad 8 - Seating & Accessories
C.2.LSQB.120	Lower Sultes West Side Quad B - MEP Trim & AV	10 15-Jul-15		Direct cuttes was store cuted to Search & Accessories  ACT Cover Sules West Side Quad & MET Time AV
C.2.LSQ8.100	Lower Suites West Side Quad B - Doors & Harriwar			
C.2.LSQB.130	Lower Suites West Side Quad B - Punch & Clean	0 20 001 10		△SV Lower Sultes West Side Quard B - Doors & Hardwere
Lower Suites East		5 05-Aug-1	5 11-Aug-15	△SV Lower Suites West Side Quad B - Pungh & Clean
Lower builes cast:	Side Gload C	E) 27-Abril	75-Aug 15	
C.2.LSOC.010	Lower Suites west Side Quad C - Demolition	10 27-Apr-15	08-May-15	
C.2.LSQC.040	Lower Suites West Side Quad C - Overhead MEPR			△□▼ Lower Sultes West Side Quad C - Demolition
C.2.LSQC.040	LUNE GUILES WEST SIDE QUED U - OVERTIGED MEPR	ough-in 15 11-May-1		Δ—7 Lower Sultes West Side Quad C - Overhead MEP Rough-in
	Lower Suites West Side Quad C - Pelch/Replace/R			△≕▼ Lower Suites West Side Quad C - Patch/Rapiace/Repair New Walls
C.2.LSQC.060	Lower Suites West Side Quad C - Painting	5 09-Jun-15	5 15-Jun-15	∆SV Lower Suites West Side Quad C - Painting
C.2.LSQC.070	Lower Sultes West Side Quad C - Cellings	10 16-Jun-1		/=7 Lower Suites Weet Side Quad C - Cellings
C.2.LSQC.080	Lower Suites West Side Qued C - Flooring	10 23-Jun-1		△—V Lower Suries veget state Quart C - Cellings  △—V Lower Suries West (Side Quart C - Floring)
C.2.LSQC.090	Lower Sultes West Side Quad C - Millwork/Drink Ra			
C.2.LSQC.140	Lower Sultes West Side Quad C - Restrooms	20 00 00111		✓ Lower Suites West Side Quad C - Millwork/Drink Ralis
		20 08-Jul-15		A Uswer Sulftes West Side Quad C - Restrooms
C.2.LSQC.150	Lower Suites West Side Quad C - Corridor	20 16-Jul-15		∠ Lower Suites West Side Quad C - Corridor
C.2.LSQC.030	Lower Suites West Side Quad C - Food Service Equ	ipment 10 22-Jul-15	04-Aug-15	Δ≔V Lower States West Side Quad C - Food Service Equipment
C.2.LSQC.110	Lower Suites West Side Quad C - Seating & Access	ories 10 29-Jul-15	11-Aug-15	A.⇒ Lower Sulles West Side Quad C - Seating & Accessories
C.2.LSQC.120	Lower Suites West Side Quad C - MEP Trim & AV	10 29-Jul-15		Lower Suites West Side Quad C - Seating & Accessories
C.2.LSQC.100	Lower Suites West Side Qued C - Doors & Hardwar			
C.2.LSQC.13D	Lower Suites West Side Quad C - Punch & Clean			∆SV Lower Suites West Side Quad C - Doors & Hardware
	Lower Sunes West Side Qued C - Punch & Clean	5 19-Aug-1	and sand to	△IV Lower Suites West Side Quad C - Punch & Clean
Owners Suite		00 19-Jun-1		
C.2.OS.010	Owners Sultes - Demolition Existing Suite & Sieh O			
C.2.OS.020		10 10-001-10		△□▼ Owners Suites - Demolition Existing Suite & Slab Overhead
	Owners Suites - Form & Pour New Slab	5 02-Feb-10		△♥ Owners Suites - Form & Pour New Slab
C.2.OS.030	Owners Suites - Frame New Walls	5 09-Feb-16	6 16-Feb-16	∆57 Owners Suites - Frame New Walls
C.2.O8.040	Owners Sultes - Overhead MEP Rough-in	15 17-Feb-16	B DR-Mar-16	
C.2.OS.060	Owners Suites - Hang & Finish Gypboerd	10 09-Mar-10		△ 7 Owners Suites - Overhead MEP Rough-in
C.2.OS.070	Owners Suites - Cellings			
C.2.OS.080		5 23-Mar-10		Δ₹ Owners Suites - Cellings
	Owners Sultes - Painting/Wall Coverings	5 30-Mar-10		△SV Dwners Sultas - Painting/Wall Coverings
C.2.OS.080	Owners Suites - Flooring	10 06-Apr-16	19-Apr-15	Δ≕7 Owners Suites - Flooring
C.2.OS.090	Owners Suites - Millwork/Drink Rails	10 20-Apr-16	03-May-16	
C.2.OS.140	Owners Suites - Restrooms	20 20-Apr-16		b≔7 Ownera Sultas - Millwork/Drink Rails
C.2.OS.110	Owners Suites - Seating & Accessories			△ Owners Suites - Restrooms
C.2.OS.120	Owners Suites - MEPTrim & AV	5 04-May-10		∆V Owners Sultes - Seating & Accessories
		10 04-May-1		Δ⇒∇ Owners Suites - MEPTrim & AV
C.2.OS.150	Owners Suites - Kitchen	5 04-May-10	5 10-May-16	∆S7 Owners Suites - Kitchen
C.2.05.100	Owners Suites - Doors & Hardware	5 11-May-16	17-May-16	AST Owners Sultes - Nutrain AST Owners Sultes - Doors Hardware
C.2.OS.160	Owners Suites - Bar	5 11-May-18		
C.2.OS.130	Owners Suites - Punch & Clean	5 18-May-10		△SV Owners Sultes - Bar
Upper Suites Quad				∆S7 Owners Sulles - Punch & Cleen
		80 20 20 A	E + 100/ATT	
C.2.USQA.010	Upper Suites Quad A - Demoillion	10 26-Jan-16	08-Feb-16	Δ≔7 Upper Suites Quad A - Demolition
C.2.USQA.040	Upper Suites Quad A - Overhead MEP Rough-in	15 09-Feb-16		
C.2.USQA.050	Upper Suites Quad A - Patch/Replace/Repair New V			AS────────────────────────────────────
C.2.USQA.060	Upper Suites Quad A - Painting	TO OIL WILL TO	10 11100 10	A≔V Upper Sultes Quad A - Patch/Raplace/Repair New Walts
C.2.USQA.070		5 16-Mar-16		Δ\$\times \text{V Upper Suites Quad A - Pelnting}
	Upper Suites Quad A - Ceilings	10 23-Mar-16		A≔V Upper Suites Quad A - Ceilings
C.2.U8QA.080	Upper Suites Quad A - Flooring	10 30-Mar-16	12-Apr-16	△⇒√ Upper Suites Qued A - Flooring
C.2.USQA.090	Upper Sultes Quad A - Millwork/Drink Ralls	20 06-Apr-16	03-May-16	
C.2.USQA.140	Upper Suites Quad A - Restrooms	20 13-Apr-16		△────────────────────────────────────
C.2.USQA,150	Upper Sultes Quad A - Corridor	20 13-Apr-16		△ Upper Sulfes Quad A - Restrooms
C.2.USQA.030	Upper Suites Quad A - Food Service Equipment			
0.2.00Wn.000	Obber Grings Ansow - Lood Selvide Editibueur	10 27-Apr-16	10-May-16	△────────────────────────────────────
Date: 13-Feb-15	A7	Remaining Work		Raymond James Stadium
Date: 01-Aug-16				Naymond James Stadium
Date: 13-Feb-15		Critical Remaining Work		
late: 28-Jan-15		Actual Work		Page 6 of 11
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mavera aystems, in	G. • •	Vilestone		
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		Program	V.	Field Also Apr i Man   Jin   Jil   Apr   Sep   Out   May	Did tigh Feb Mar Apr May Jun Jul Ang Sap Out Nov
C.2.USQA,110	Upper Suites Quad A - Seating & Accessories	10 04-May-16	17-May-16		△=V Upper Sultes Quad A - Seating & Accessories
C.2.USQA.120	Upper Suites Quad A - MEP Trim & AV	10 04-May-18			
C.2.USQA.100	Upper Suites Quad A - Doors & Hardware	5 11-May-16			△=▼ Upper Sultes Quad A - MEP Trim & AV
C.2.USQA.130	Upper Suites Quad A - Punch & Clean	5 18 May-16			△SV Upper Sultes Quad A - Doors & Hardwere
Upper Suites Quaris			24-May-16		: AV Upper Suites Quad A - Punch & Clean
		M MATERIAL MATERIAL AND ADMINISTRATION OF THE PARTY OF TH			
C.2.USQB&C.010	Upper Sultes Quad B & C - Demolition	5 09-Feb-16	16-Feb-16	Thramile	
G.2.USQB&C.040	Upper Sulles Quad B & C - Overhead MEP Rough-in	10 17-Feb-16			△SV Upper Suites Quad B & C - Demolition
C.2.USQB&C.050	Upper Sultes Quad B & C - Patch/Replace/Repair New Walls	10 02-Mar-16			△□□ Upper Suites Quad B & C - Overhead MEP Rough-In
C.2.USQB&C.060	Upper Sultes Quad B & C - Painting				△=▼ Upper Suites Quad B & C - Patch/Replace/Repair New Walls
C.2.USQ8&C.070	Upper Sultes Quad B & C - Ceilings	5 16-Mar-16	10(100 (10)		△SV Upper Suites Quad 8 & C - Painting .
		5 23-Mar-1B			△ Upper Suites Quad B & C - Ceilings
C.2.USQB&C.080	Upper Suites Quad B & C - Flooring	10 30-Mar-16	12-Apr-18		△=V Upper Suites Quad B & C - Flooring
C.2.USQB&C.090	Upper Sultes Quad B & C - Millwork/Drink Rails	10 06-Apr-16	19-Apr-16		
C.2.USQB&C.140	Upper Suites Quad B & C - Restrooms	10 13-Apr-16			△□▼ Upper Sultes Quad B & C - Millwprk/Drink Rails
C.2.USQB&C.030	Upper Suites Quad B & C - Food Service Equipment	5 20-Apr-16			△□▼ Upper Suites Quad B & C - Restrooms
C.2.USQB&C.110	Upper Suites Quad B & C - Seating & Accessories				△SV Upper Suites Quad B & C - Food Service Equipment
C.2.USQB&C.120		5 27-Apr-16			△□ Upper Suites Quad B & C - Seating & Accessories
	Upper Sultes Quad B & C - MEP Trim & AV	5 27-Apr-16			△SV Upper Sultes Qued B & C - MEP Trim & AV
C.2.USQB&C.100	Upper Suites Quad B & C - Doors & Hardware	5 04-May-16	10-May-16		△SV Upper Suites Qued B & C - Doors & Hardware
C.2.USQB&C.150	Upper Suites Quad B & C - Corridor	5 04-May-18	10-May-16		
C.2.USQB&C,130	Upper Suites Quad B & C - Punch & Clean	5 11-May-16			AST Upper Sultes Quad B & C - Corridor
- Video/Ribbon/Sox		338 30-Mar-15			△SV Upper Suites Quad B & C - Punch & Clean
			29-Jul-16		
otnet Add Fanels		45 30 Mai 15	01 Jun 18		
C 3 CAP010	Corner Add Panels - Demolition	10 30-Mar-15	100		
C 3 GAP020	Corner Add Panels - Demonstron  Corner Add Panels - Structural Steel Frame			△=V Corner Add: Panels - Demolition	
C.3.CAP040		10 27-Apr-15	08-May-15	△□▼ Corner Add Panels - Structural Steel Frame	
	Corner Add Panels - Patch & Repair CMU	10 11-May-15	22-May-15	△□ Corner Add Panels - Patch & Repair CMU	
C.3.CAP.130	Corner Add Panels - Punch & Clean	5 25-May-15	01-Jun-15	ΔΦ Corner Add Panels - Punch & Clean	
antroi Roam		105100476500	29-nal-16		
C.3.GR.010	Control Room - Demplition		1000000		
C.3.GR.020		5 25-Jan-16			
	Control Room - Metal Stud Framing	5 01-Feb-16	05-Feb-16		☑ Control Room - Metal Stud Framing
C.3.CR.040	Control Room - Overhead & Inwell MEP Rough-in	15 08-Feb-16	29-Feb-16		
C.3.CR.050	Control Room - Hang & Finish Drywall	5 01-Mar-16			Control Room - Overhead & Inwall MEP Rough-in
C.3.CR.060	Control Room - Painting	5 08-Mar-18			△ Control Room - Hang & Finish Drywall
C.3.CR.070	Control Room - Ceillnos				▲ Control Room - Painting
C.3.CR.14D	Control Room - Raised Pinor	5 15-Mar-18			△ Control Room - Cellings
		5 22-Mar-16	28-Mer-16		△♥ Control Room - Reised Floor
C.3.CR.080	Control Room - Flooring	5 29-Mar-16	04-Apr-16		△♥ Control Room - Flooring
C.3.CR.090	Control Room - Millwork	10 05-Apr-16	18-Apr-16		
C.3.CR.100	Control Room - Doors & Hardware	5 19-Apr-16	25-Apr-16		∠≕7 Control Room - Millwark
C.3.CR.120	Control Room - MEP Trim	5 19-Apr-16	25-Apr-16		△♥ Control Room - Doors & Herdware
C.3.CR.130	Control Room - Punch & Clean				△\$7 Control Room - MEPTrim
		5 26-Apr-16	02-May-16		△▼ Control Room - Punch & Clean
C.3.CR.200	Control Room - Sony Installations	42 D3-May-16	30-Jun-16		△ ▼ Control Room - Sony Installations
C.3.CR.210	Control Room - Sony Testing & Training	20 24-Jun-16	22-Jul-16		
C.3.CR.220	Control Room - Acceptance	5 26-Jul-18	29-Jul-16	····	△ Control Room - Sony Testing & T
/ideo Beards North		F/016-0165/08	28-001-10		
		MULESEE			
C 3.VBN 010	Video Boards North - Demolition	10 19-Jan-15	01-Feb-16		A≡7 Video Boards North - Demolition
C.3.VBN.020	Video Boards North - Structure	10 02-Feb-16	16-Feb-16		∠=7 Video Boards North - Demoittion
C.3.VBN.030	Video Boards North - Skin/Roof	10 17-Feb-16	01-Mar-16		
C.3.VBN.050	Video Boards North - Drains	5 02-Mar-16	08-Mar-16		Δ≔∜ Video Boards North - Skin/Roof
C.3 VBN 060	Video Boards North - Video Screens	TO SECURITION OF THE PARTY OF T			∆SV Video Boards North - Dreins
C.3 VBN 130	Video Boards North - Punch & Clean	30 09-Mar-16	19-Apr-16		✓ Video Boards North - Video Screens
	Video coards North - Punch & Glean	5 20-Apr-16	26-Apr 16		△▼ Video Boards North - Punch & Clean
Vitino Seattle South		10 of fait 40	10-May-10		
C.3.VBS.010	Video Boards Sourn - Demolition	10 02-Feb-18	16-Feb-16		
C.3.VBS.020	Video Boards South - Structure				△=> Video Boards South - Demolition
C.3.VBS.030	Video Boards South - Scin/Roof	10 17-Feb-16	01-Mar-16		✓ Video Boards South - Structure
C.3.VBS.050		10 02-Mar-16	15-Mar-16		Æ Video Boards South - Skin/Roof
	Video Boards South - Drains	5 16-Mar-16	22-Mar-16		△SV Video Boards South - Drains
C.3.VBS.060	Video Boards South - Video Screens	30 23-Mar-16	03-May-16		
C.3.VBS.130	Video Boards South - Punch & Clean	5 04-May-16	10-May-16		△ Video Boards South - Video Screens
			.5 may-10		△▼ Video Boards South - Punch & Clean
Date: 13-Feb-15	A——  ▼ Remaining Work			Baymand James Ctadium	
Date: 01-Aug-16				Raymond James Stadium	
Date: 13-Feb-15	△ ✓ Critical Remaining V	Vork			T 12 72
ate: 28-Jan-15	△ Actual Work			Page 7 of 11	
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	Activity Name		shisting Start	Louisi	I PARK I	ON LANGE DESCRIPTION	yate.			2016	
Lower Ribbons We	4		Distillation	24 MW-10	an 1-7-en	Mar Apr May	Jan Jel A	a) Sep () t N	V Dur Jam I	cen War Apr May son Ju Aug son	Oct New
C 3.LRW 010	SCOOL COMPANY AND COMPANY OF A PARTY AND COMPANY AND COMPANY AND COMPANY OF A PARTY AND COM						1				
C 3.LRW 020	Lower Ribbons West - Scaffolding		15 26-Jari-16	16-Feb-16					Z==	□ Lower Ribbons West - Scaffolding	
	Lawer Ribbons West - Demolition & P		5 17-Feb-16	23-Feb-16					1	ASV Lower Ribbons West - Demolition & Patching	
C 3 LRW 030	Lower Ribbons West - Structure & Pa	м	15 24-Feb-15	15-Mar-16	1				1	△ Lower Ribbons West - Structure & Paint	
G.3.LRW 050	Lower Ribbons West - Video Panels		30 16-Mar-16	26-Apr-16					1	✓ Lower Ribbons West - Video Pânels	
C 3.LRW.060	Lower Ribbons West - Dismanile Sca	folding	15 27 Apr 16	17-May-16			1			△ V Lower Ribbons West - Dismenti	
C.3 LRW 130	Lower Ribbons West - Punch & Clean		5 18-May-16	24-May-16	1 3						
Lower Ribbions Ea	MI.		100 1724 1830	1078 108/A			-			△♥ Lower Ribbons West - Punch	& Clean
C 3 LRE 010	Lower Ribbons East - Scaffolding		The second second								
C.3 LRE 020		wind(1007-027)	15 17-Feb-16	08-Mar-16					į	△ Z Lower Ribbons East - Scaffolding	
	Lower Ribbons East - Demolition & Pa		5 09-Mar-16	15-Mar-16	Court Dark		1			AST Lower Ribbons East - Demolition & Patching	
C 3 LRE 030	Lower Ribboon East - Structure & Pair	ic.	15 16-Mar-16	05-Apr - 16	1					△ Lower Ribbons East - Structure & Paint	
C.3.LRE.050	Lower Ribbons East - Video Panels		30 27-Apr-16	06-Jun-16	1 1		1			△ V Lower Ribbons East - Vide	no Danola
C 3 LRE 060	Lower Ribbons East - Dismanile Scaff	olding	15 09-Jun-16	29-Jun-16	8:		1		•	△ V Lower Ribbons East	
C 3 LRE 138	Lower Ribbons East - Punch & Clean		5 30-Jun-16	07-Jul-16	1		1			△V Lower Ribbons East	
Upper Ribbions We	st.		起 性 体	17-May 16						ZSV Lower Ribbons Ess	et - Punch & Clean
C 3 URW 010	Upper Ribbons West - Remove Sealin		15 19-Jan-16	08-Feb-16	100	alm	ļ				
C 3 URW 020	Upper Ribbons West - Canopy & Struct			90.1.00.10			1			Upper Ribbons West - Remove Seating	
C.3.URW.030		iore	30 09-Feb-16	22-Mar-16					Δ	Upper Ribbons West - Canopy & Structure	1
	Uppor Ribbons West - Video Panels		35 23-Mar-16	10-May-16	1 1 1		1			△ Vupper Ribbons West - Video Pane	als
C 3.URW 130	Upper Ribbons West - Punch & Clean		5 11-May-16	17-May-16	l ii		1		1	△▼ Upper Ribbona West - Punch &	
Upper Ribbions Ea	4		IS OUT IN							ar opportunity react rainty of	Olean
C.3.URE.010	Upper Ribbons East - Remove Sealing		15 09-Feb-16	01-Mar-16			į				
C 3.URE 020	Upper Ribbons East - Canopy & Struct		30 23-Mar-16				1		Δ	Upper Ribbons East - Remove Seating	
C 3 URE 030	Upper Ribbons East - Video Panels	MF C	35 11-May-16	03-May-16						△ Upper Ribbons East - Canopy & Str.	
C.3.URE.130	Upper Ribbons East - Punch & Clean			29-Jun-16			1			✓ Upper Ribbons East	- Video Panels -
4 - Consessions &			5 30-Jun-16	07-Jul-16			}			△SV Upper Ribbons East	
			312 06-Apr-15	25-Jun-16							
Lower Concourse A	<b>f</b> orth		70 DS-Ap+15	14-Sul-19							
C.4.LCN.010	Lower Concourse North - Demolition		10 08-Apr-15	17-Apr-15		<del></del>					
C.4.LCN,020	Lower Concourse North - Overhead M	ED Bough	10 20-Apr-15	D1-May-15			oncourse North - Den				1
C.4.LCN.030	Lower Concourse North - Rollup Wind							Overhead MEP Rough			
G.4.LCN.040	Lower Concourse North - Kitchen Coo		5 04-May-15	08-May-15			ver Concourse North				
C.4.LCN,050			5 18-May-15	22-May-15	Li	A\$7	Lower Concourse No	orth - Kitchen Coolers			
	Lower Concourse North - Kitchen Hoo		5 18-May-15	22-May-15		△7	Lower Concourse No	orth - Kitchen Hoods			
C.4.LCN.060	Lower Concourse North - Cailings/ME	PTrimout	5 26-May-15	01-Jun-15		Δ	D Lower Concourse	North - Callings/MEPTr	imout		1
C.4.LCN.070	Lower Concourse North - Flooring		10 02-Jun-15	15-Jun-15	1   :		△=□▼ Lower Concou	rse North - Flooring			
C.4.LCN.080	Lower Concourse North - Kitchen Equi		15 18-Jun-15	07-Jul-15	I I :			ongourse North - Kitcher	Edulament		
C.4.LCN.130	Lower Concourse North - Punch & Cle	BN	5 08-Jul-15	14-Jul-15	:			Concourse North - Punc			
Lower Concourse o	euth		60, 20-Apr-16	145,615			Lav Loved	CONSCIONA NOTAL -   OIL	i a Cibali	****	
C.4.LG8.010	Lower Concourse South - Demolition		A STATE OF THE PERSON NAMED IN	TEST OF	0						
C.4.LCS.020	Lower Concourse South - Overhead M	do a	10 20-Apr-15	01-May-15			Concourse South -		1		
C.4.LCS.040			10 04-May-15	15-May-15				th - Overhead MEP Roug	h :		
	Lower Concourse South - Kitchen Cop		5 18-May-15	22-May-15		<i>L</i> 57	Lower Concourse Sc	uth - Kitchen Coolers			
C.4.LCS.050	Lower Concourse South - Kitchen Hoo		5 18-May-15	22-May-16		<b>AS</b> 7	Lower Concourse Sc	uth - Kitchen Hoods			
C.4.LCS.030	Lower Concourse South - Rollup Wind		5 18-May-15	22-May-15				uth - Rollup Windows			
C.4.LCS.060	Lower Concourse South - Ceilings/ME	PTrimout	5 26-May-15	01-Jun-15				South - Ceilings/MEP Tr	imout		
C.4.LCS.070	Lower Concourse South - Flooring		10 02-Jun-16	15-Jun-15			A=▼ Lower Concou		TI BOOK		
C.4.LC8.080	Lower Concourse South - Kitchen Equi	pment	15 16-Jun-15	07-Jul-15				rse South - Floaring Shoourse South - Kitcher	- Condensed		
C.4.LCS.130	Lower Concourse South - Punch & Cle		5 08-Jul-15	14-Jul-15				oncourse South - Kitcher Concourse South - Punc			
Прр∈с Сопсоины V	/est		105 15-75-75	14-0ai-15	· · · · · · · · · · · · · · · · · · ·		. CW LOWER	concourse abum - Punc	n a Cuesti		
C.4.UCW.010	Upper Concourse West - Demolition		New House Con-								
			10 19-Jan-16	D1-Feb-16					<u></u>	oper Concourse West - Demolition	
C.4,UCW.020	Upper Concourse West - Overhead ME		20 02-Feb-16	D1-Mar-16						Upper Concours a Wast - Overhead MEP Rough  To Upper Concours a Wast - Overhead MEP Rough	
C.4.UCW.040	Upper Concourse West - Kitchen Cool		20 17-Feb-16	15-Mar-16			:			Upper Concourse West - Krichen Copiers	1
C.4.UCW.050	Upper Concourse West - Kitchen Hood		20 17-Fab-16	15-Mar-16						Dipper Concourse West - Klichen Hoods	
C.4.UCW.030	Upper Concourse West - Rollup Windo		10 17-Feb-16	01-Mar-16	4;				H   1000 1000 1	Upper Concours a West - Rollup Windows	
C.4.UCW.060	Upper Concourse West - Ceilings/MEF	Trimout	15 16-Mar-16	05-Apr-16			1		1		
C.4.UCW.070	Upper Concourse West - Flooring		15 06-Apr-16	26-Apr-16	1 :		1			△ Upper Concourse West - Ceilings/MEP Trin	nout
C.4.UCW.080	Upper Concourse West - Kitchen Equip	pment	30 27-Apr-16	08-Jun-16						△ Vpper Concourse West - Flooring	
nt 13 P.J. 18			At 140-10	20 Call- 10						△ Upper Concourse West - K	itchen Equipment
Date: 13-Feb-15		△ Remaining Work	1			Raymond	James Stad	lium			
Date: 01-Aug-16		_				· vay monu	ariilea ordu	IIIIIII	1		J
Date: 13-Feb-15		△ Critical Remaining Work				_					
ate: 28-Jan-15		△ Actual Work				P	age 8 of 11				
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		▼ ✓ Milestone								/ 1/1	

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C.4.UCW.130	Upper Concourse West - Punch & Clean	5 09 Jun-16	18-Jun-18	-	W 1 0 0 1 191 1 1918)	and And Stat Old No. Dis 188	Feb Man Apr May Jon Jul Aug Sep Old Nov D
Upper Concourse i		3 03-301-18	10-200-10				△SV Upper Concourse West - Punch & Clean
Men Annual Indian		200 (074200)	America III				ALCOHOLOGICAL CONTRACTOR CONTRACT
C.4.UCE010	Upper Concourse East - Demolition	10 U2-Feb-16	16-Feb-16				△=V Upper Concourse East - Demolition
C.4.UCE.020	Upper Concourse East - Overhead MEP Rough	20 17-Feb-16	15-Mar-18				△ V Upper Concourse East - Overhead MEP Rough
C.4.UCE.040	Upper Concourse East - Ritchen Coolers	20 02-Mar-16	29-Mar-16				Depart Concourse East - Overnead MEP Rough
C.4.UCE,050	Upper Concourse East - Kitchen Hoods	20 02-Mar-16	29-Mar-16				△ Upper Concourse East - Kitchen Coolers
C.4.UCE.030	Upper Concourse East - Rollup Windows	10 02-Mar-16	15-Mar-16				△ V Upper Concourse East - Kitchen Hoods
C.4.UCE.060	Upper Concourse East - Cellings/MEP Trimout	15 30-Mar-18	19-Apr-16	-1			△□▼ Upper Concourse East - Rollup Windows
C.4.UCE.070	Upper Concourse East - Flooring			-			△
C.4.UGE.080	Upper Concourse East - Kitchen Equipment	15 20-Apr-18	10-May-15	_			△ Upper Concourse East - Flooring
C.4.UCE.130		30 11-May-16	22-Jun-16				△ Vpper Concourse East - Kitchen Equipment
	Upper Concourse East - Punch & Clean	5 23-Jun-16	29-Jun-16				A STATE OF THE STA
5 - Mechanical Infr	astructure	277 27-Apr-15	01-Jun-16				ZSV Upper Concourse East - Punch & Clean
C.5.ML010	Mechanical Infrestructure - New Central Plant CSA Work						
C.5.MI.020	Mechanical Infrastructure - Mains Replacement	70 27-Apr-15	04-Aug-15		Δ	▼ Machanical Infrastructure - New Central Plan	
	Mechanical Infrastructure - Mains Replacement	85 04-May-15	01-Sep-15		Δ====	Mechanical Infrastructure - Mains Re	macement
C.5.MI.030	Mechanical Infrastructure - Equipment Install	60 11-Jan-16	05-Apr-16			/=	
C.5.MI.040	Mechanical Infrastructure - New Mains Tra-ins	20 06-Apr-16	03-May-16			2	▼ Mechanical Infrastructure - Equipment Install
C.5.MI.050	Mechanical Infrastructure - Startup & Commissioning	20 D4-May-18	01-Jun-16				△ ✓ Mechanical Infrastructure - New Mains Tie-ins
6 - Electrical Infras		60 <b>0</b> 4-May-15	28-Jul-15				△ ✓ Mechanical Infrastructure - Startup & Commission
	on words a	60 04-May-15	28-Jul-15				
C.6.FI,010	Electrical Infrastructure	60 04-May-15	28-Jul-15		/	▼ Electrical Infrastructure	
7 - Home Lockers		152 02-Mar-15	02-Oct-15			CIBGINGSI MIRASTRUCTURE	
			02-Oct-15				
C.7.HL.010	Home Lockers - Demolition	5 02-Mar-15	06-Mar-15		AV Home Lockers - Den	ollflon	
C.7.HL.020	Home Lockers - Underground Utilities/Plumbing	15 23-Mar-15	10-Apr-15			rs - Underground Utilities/Plumbing	
C.7.HL.030	Home Lockers - Structural Slab	5 13-Apr-15	17-Apr-16				
C.7.HL.040	Horne Lockers - CMU Walls					kers - Structural Slab	
C.7.HL.050	Home Lockers - Overhead/in-wall MEP Rough	20 20-Apr-15	15-May-15			me Lockers - CMU Walls	
		10 18-May-15	01-Jun-15		△≕	Home Lockers - Overhead/in-wall MEP Rough	
C.7.HL.060	Home Lockers - Gypboard Walls	10 02-Jun-15	15-Jun-15	-1		Home Lockers - Gypboard Walls	
Alte-tomest Havin		20 15 Jun 151	14-24-16			· · · · · · · · · · · · · · · · · · ·	
C.7.HL MR 010							
C 7.HL MR 020	Home Lockers Mechanical Room - Mechanical Equipment Set & Hook	The state of the s	29-Jun-15			A=7 Home Lockers Mechanical Room - Mechanical Equipm	ment Set & Hondon
	Home Lockers Mechanical Room - Electrical & Phone Rooms	10 16-Jun-15	29-Jun-15			Home Lockers Mechanical Room - Bectrical & Phone	Poome
C 7.HL MR 060	Home Lockers Mechanical Room - Painting	5 30-Jun-15	07-Jul-15		1	AN Home Lockers Mechanical Room - Painting	Tradita
C.7.HLMR.130	Home Lockers Mechanical Room - Punch & Clean	5 08-Jul-15	14-Jul-15	1		△▼ Home Lockers Mechanical Room - Punch & Clean	
Training Equipment	Doctors Rooms	ESTABLISTS OF THE STATE OF THE	A COMPANIED IN			234 Home Lockers Mechanical Room - Punch & Clean	
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C.7.HL.TR.060	Home Training/Equipment/Doctors Rooms - Painting	5 16-Jun-15	22-Jun-15	**	8	MV Home Training/Equipment/Doctors Rooms - Painting	
C.7.HL.TR.070	Home Training/Equipment/Doctors Rooms - Cellings	5 23-Jun-15	29-Jun-15		13	△ Home Training/Equipment/Doctors Rooms - Cellings	
C.7.HL.TR.14D	Home Training/Equipment/Doctors Rooms - Washer/Dryer Installation	6 5 30-Jun-15	07-Jul-15		11	ATT I - T-1-1- T-1-1- T-1-1- T-1-1- T-1-1- T-1-1-1- T-1-1-1- T-1-1-1- T-1-1-1-1	
C.7.HL.TR.150	Home Training/Equipment/Doctors Rooms - Storage Cabinels	5 08-Jul-15	14-Jul-15			△♥ Home Training/Equipment/Doctors Rooms - Washer	/Dryer Installations
C.7.HL.TR.160	Home Training/Equipment/Doctors Rooms - Lockers					△SV Home Training/Equipment/Doctors Rooms - Storag	go Cabinets
C.7.HL.TR.090	Home Training/Equipment/Doctors Rooms - Countertops/Plumbing Tri	5 08-Jul-16	14-Jul-15	- 1		△♥ Home Training/Equipment/Doctors Rooms - Locker	
C.7.HL.TR.08D	Floring Training/Equipment/Doctors Rooms - Countertops/Plumbing Tri		13-Aug-15			△▼ Home Training/Equipment/Doctors Rooms	- Counterloos/Plumbing Trim
	Home Training/Equipment/Doctors Rooms - Flooring	5 14-Aug-15	20-Aug-15			△SV Home Training/Equipment/Doctors Room	s - Floring
C.7.HLTR.100	Home Training/Equipment/Doctors Rooms - Doors & Hardware	5 21-Aug-16	27-Aug-15	1		△▼ Home Training/Equipment/Doctors Roo	Drive I Handware
C.7.HL.TR.120	Home Training/Equipment/Doctors Rooms - MEP Trim	5 21-Aug-15	27-Aug-15			△▼ Home Training/Equipment/Doctors Roo	Alia - Doura & Flardware
C.7.HL.TR.130	Home Training/Equipment/Doctors Rooms - Punch & Clean	5 28-Aug-15	03-Sep-15			ZAY INVITED IT SURING EQUIPMENT DOCTORS KOO	ma - Mt-P Irim
Eccker Room/Shaw	ers/Hestrooms	The second secon			1	△SV Home Training/Equipment/Doctors Re	ooms - Punch & Clean
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C.7.HL.LR.060	Home Locker/Shower/Restrooms - Painting	5 23-Jun-15	29-Jun-15			△♥ Home Locker/Shower/Restrooms - Painting	
C.7.HL.LR.070	Home Locker/Shower/Restrooms - Ceilings	5 30-Jun-15	07-Jul-15	4 1		AST Hame Leaker/Discover/Disco	
C.7.HL.LR.160	Home Locker/Shower/Restrooms - Lockers	10 08-Jul-15	21-Jul-15	1 1		△SV Home Locker/Shower/Restrooms - Cellings	
C.7.HL.LR.080	Home Locker/Shower/Restrooms - Flooring					△□V Home Locker/Shower/Restrooms - Lockers	
C.7.HL.LR.170		10 22-Jul-15	04-Aug-15	1		△ Home Locker/Shower/Restrobrns - Flooring	
	Home Locker/Shower/Restrooms - Fixtures	10 05-Aug-15	18-Aug-16		1	△=∇ Home Locker/Shower/Restrooms - Fixture	38
C.7.HL.LR.110	Home Locker/Shower/Restrooms - Accessories	5 19-Aug-15	25-Aug-15			△AV Home Locker/Shower/Restrooms - Acce	
C.7.HL.LR.100	Home Locker/Shower/Restrooms - Doors & Hardware	5 26-Aug-15	01-Sep-15			AN Home Locker/Shower/Restrooms - Do	
C.7.HL.LR.120	Home Locker/Shower/Restrooms - MEP Trim & AV	5 26-Aug-15	01-8ep-15	1 1			
C.7.HL.LR.130	Home Locker/Shower/Restrooms - Punch & Clean	5 02-Sep-15	09-Sep-15	1		△ Mome Locker/Shower/Restrooms - ME	
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C.7.HL,CL.080	Home Coaches Lockers/Showers/Lounge - Painting	8 30-Jun-15	07-Jul-15	1	:	AV Home Coaches Lockers/Showers/Lounge - Painting	
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C.7.HL.CL.070	Home Coaches Lockers/Showers/Lounge - Cellings	5 08-Jul-15	14-Jul-15		1		AV Home Coaches Lockers/Showers/Lounge - Cellings
C.7.HL.CL.160	Home Coaches Lockers/Showers/Lounge - Lockers	10 15-Jul-15	28-Jul-15	1		i	△=7 Home Coaches Lockers/Showers/Lounge - Lockers
C.7.HL.CL.080	Home Coaches Lockers/Showers/Lounge - Flooring	10 29-Jul-15	11-Aug-15				△=V Home Coaches Lockers/Showers/Lounge - Flooring
C.7.HL.CL.090	Home Coaches Lookera/Showers/Lounge - Millwork	5 12-Aug-15		1			AND Home Coaches Lockers/Showers/Lounge - Millwork
C.7.HL.CL,170	Home Coaches Lockers/Showers/Loungs - Fixtures	5 19-Aug-15		1			
C.7.HL.CL.11D	Home Coaches Lockers/Showers/Lounge - Accessories	5 26-Aug-15					△SV Home Coaches Lockers/Showers/Lounge - Fixtures
C.7.HL.CL.100	Home Coaches Lockers/Showers/Lounge - Doors & Hardware	5 02-Sep-15		-			ASV Home Coaches Lockers/Showers/Lounge - Accessories
C.7.HL,CL.120	Home Coaches Lockers/Showers/Lounge - MEP Trim & AV	5 02-Sep-15					△♥ Home Coaches Lockers/Showers/Lounge - Doors & Hardware
C.7.HLCL.130	Home Coaches Lockers/Showers/Lounge - Punch & Clean	5 10-Sep-15	18-Sep-15				AST Home Coaches Lockers/Showers/Lounge - MEP Trim & AV
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C.7.HLIR.060	Home Interview Room/Owners Lounge - Painting	5 08-Jul-16	14-Jul-15				△57 Home Interview Room/Owners Lounge - Painting
C.7.HL.IR.070	Home Interview Room/Owners Lounge - Cellings	5 15-Jul-15	21-Jul-16				△A7 Home Interview Room/Owners Lounge - Cellings
C.7.HL.IR.090	Home Interview Room/Owners Lounge - Millwork	10 07-Aug-15					DV nome interview Room/Cwiners Lounge - Cellings
C.7.HL.IR.080	Home Interview Room/Owners Lounge - Flooring	10 21-Aug-15		1	1		△□▼ Home Interview Room/Owners Lounge - Millwork
C.7.HLJR.170	Home Interview Room/Owners Lounge - Flatures	5 04-Sep-15		1			A⊏V Home Interview Room/Owners Lounge - Flooring
C.7.HL.IR.100	Home Interview Room/Owners Lounge - Doors & Hardware	10 14-Sep-15	25-Sep-15	1			△S7 Home Interview Room/Owners Lounge - Fixtures
C.7.HL.IR.120	Home Interview Room/Owners Lounge - MEP Trim & AV			1			Am Home Interview Room/Owners Lounge - Doors & Hardware
C.7.HL.IR.130	Home Interview Room/Owners Lounge - Punch & Clean	5 14-Sep-15	18-Sep-15				AV Home Interview Room/Owners Lounge - MEP Trim & AV
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G.8.VL.010	Vistor Lockers - Demolition	10 02-Mer-15	13-Mar-16		_	✓ Vistor Loc kers - Demo	
C.8.VL.080	Vistor Lockers - Painting				A		
C.B.VL.070	Vistor Lockers - Cellings	5 30-Mar-15	03-Apr-15			△57 Vlator Lockera -	
C.B.VL.160	Vistor Lockers - Lockers	15 11-May-15	01-Jun-15			<u>/</u>	lstor Loc kers - Ceillings
C.8.VL.080		10 02-Jun-15	15-Jun-15			<b>∤</b> ==	7 Vistor Lockers - Lockers
	Vistor Lockers - Flooring	10 16-Jun-15	29-Jun-15				──V Vistor Lockers - Flooring
C.8.VL.170	Vistor Lockers - Fixtures	5 30-Jun-15	D7-Jul-15	1			∆V Vistor Lockers - Fixtures
C.8.VL.180	Vistor Lockers - Partitions	5 08-Jul-16	14-Jul-15	1 1			AV Vistor Lockers - Pertitions
C.8.VL.100	Vistor Lockers - Doors & Hardware	5 15-Jul-15	21-Jul-15				△SV Vistor Lockers - Doors & Hardware
C.8.VL.120	Vistor Lockers - MEP Trim	5 15-Jul-15	21-Jul-15				
C.8.VL.130	Vistor Lockers - Punch & Clean	5 22-Jul-15	2B-Jul-15		1		△▼ Vistor Lockers - MEP Trim
- Main Concourse	Slab Extension	108 02-Mar-15	31-Jul-15	1			ΔIV Vistor Lockers - Punch & Clean
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C.9.MCSE,W.010	Main Concourse Siab Extension West - Remove Pre-cast & Handrali	10 02-Mar-15	13-Mar-15		-		
C.9.MCSE.W.020	Main Concourse Slab Extension West - Form & Pour New Slab				<b>Δ</b> -V	/ Main Concourse Slab	Extension West - Remove Pre-cast & Handrell
C.9.MCSE,W.030	Main Concourse Slab Extension West - Re-instal   Pre-gast	20 08-Apr-15	01-May-15			Main Con	course Slab Extension West - Form & Pour New Slab
C.B.MCSE.W.040	Main Concourse Slab Extension West - New Arches & Columns	10 04-May-15	15-May-15			△=V Main (	Concourse Slab Extension West - Re-install Pre-cast
C.9.MCSE.W.050		20 18-May-15	15-Jun-15		1	A	7 Main Concourse Slab Extension West - New Arches & Columns
	Main Concourse Slab Extension West - Drains	5 16-Jun-15	22-Jun-16	1			MV Main Concourse Slab Extension West - Drains
C.9.MCSE.W.070	Mein Concourse Slab Extension West - Deck Coalings	5 23-Jun-15	29-Jun-15				AN Main Concourse State Extension West:- Deck Coatings
C.9,MCSE.W.130	Main Concourse Slab Extension Weat - Punch & Clean	3 30-Jun-15	02-Jul-15		1	}	Main Concourse Sist Extension West - Punch & Clean
East		FOR FU-44#-15	111-zants	i I	i		22 Month Collaborate Custo Extension Assot - Child of Childs
C.9.MCSE.E.010	Main Concourse Siao Extension - Remove Pre-cast & Handrail						
C.9.MCSE.E.020		10 02-Mar-15	13-Mar-15			7 Main Concourse Slab I	Extension - Remove Pre-cast & Handrall
C.9.MCSE.E.020 C.9.MCSE.E.030	Main Concourse Slab Extension East - Form & Pour New Slab	20 04-May-15	01-Jun-16		1	<b>△</b> → M	ain Concourse Siab Extension East - Form & Pour New Siab
	Meln Concourse Slab Extension East - Re-Install Pre-cast	10 02-Jun-15	15-Jun-15			<u></u>	Main Concourse Slab Extension East - Re-install Pre-cast
C.9.MCSE.E.040	Main Concourse Slab Extension East - New Arches & Columns	20 16-Jun-15	14-Jul-15			T 1	Main Concourse Stab Extension East - New Arches & Columns
C.9.MCSE.E.050	Main Concourse Slab Extension East - Drains	5 15-Jul-15	21-Jul-15		1	1.5	△♥ Main Concourse Slab Extension East - New Arches & Columns
C.9.MCSE.E.070	Main Concourse Sigh Extension East - Deck Coatings	5 22-Jul-15	28-Jul-15				
C.9.MCSE.E.130	Main Concourse Slab Extension East - Punch & Clean	3 29-Jul-15	31-Jul-15			1	Main Concourse Slab Extension East - Deck Coatings
- Sponsor Terrac		97 12-Mar-15	28-Jul-15				Main Concourse Slab Extension East - Punch & Clean
44.000.000			1				
C.11.ST.010	Sponser Terraces - Remove Existing Seeting	10 12-Mar-15	25-Mar-15	1	Δ=	Sponser Terraces -	Remove Existing Sesting
2.11.ST.020	Sponser Terraces - Demolition Pre-cast Walls	10 26-Mer-15	08-Apr-15				s - Demolition Pre-cast Walls
C.11.8T.040	Sponser Terraces - Structural Foam/Concrete	10 20-Apr-15	01-May-15				erraces - Structural Foam/Concrete
C.11.ST.050	Sponser Terraces - Glass Rails/Drink Ralls	10 02-Jun-15	15-Jun-15				erraces - Sauctural Hoamy Concrete  7 Sponser Terraces - Glass Ralla/Drink Rails
C.11.8T.060	Sponser Terraces - CML/Walls	10 18-Jun-15	29-Jun-15		1		
C.11.8T.110	Sponser Terraces - Seating & Accessories		14-Jul-15				1=7 Sponser Terraces - CMU Walls
C.11.ST.100	Sponser Terraces - Doors & Hardware	10 30-Jun-15					△□▼ Sponser Terraces - Seating & Accessories
C.11.ST.130	Sponser Terraces - Punch & Clean	5 15-Jul-15	21-Jul-15		1		△SV Sponser Terraces - Doors & Hartiware
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12 - Conference F	Rooms	80 03-Aug-15	23-Nov-15	मा का मा का मा का मा
C.12.CONF.010	Conference Rooms - Demolition	5 03-Aug-15	07-Aug-15	AS Conference Rooms - Demolition
C.12.CONF.020	Conference Rooms - Structural Stab	5 10-Aug-15	14-Aug-15	A\$\( \text{Conference Rooms - Structural Slab} \)
C.12.CONF.030	Conference Rooms - CMU Walls	10 17-Aug-15		△=7 Conference Rooms - CMJ Walls
C.12.CONF,040	Conference Rooms - Overhead MEP Rough	10 31-Aug-15	14-Sep-15	△—7 Conference Rooms - Overhead MEP Rouch
C.12.CONF.14D	Conference Rooms - Hufcor Door Track	5 15-Sep-15	21-Sep-15	AST Conference Rooms - Nutfor Door Track:
C.12.CONF.070	Conference Rooms - Ceilings	10 22-Sep-15	05-Oct-16	△ Conference Rooms - Ceilines
C.12.CONF.060	Conference Rooms - Painting	5 06-Oct-15	12-Oct-15	∆V Conference Rooms - Painting
C.12.CONF.080	Conference Rooms - Flooring	10 13-Oct-15	26-Oct-15	A⇒√ Conference Rooms - Flooring
C.12.CONF.150	Conference Rooms - Hulcor Door	5 27-Oal-15	02-Nov-15	∆SV Conference Rooms - Hultor Door
C.12.CONF.120	Conference Rooms - MEP Trim	5 03-Nov-15	09-Nov-15	AST Conference Rooms - MEP Frim
C.12.CONF.100	Conference Rooms - Doors & Hardware	5 10-Nov-15	16-Nov-15	AST Conference Rooms - Doors & Herdware
C.12.CONF.130	Conference Rooms - Punch & Clean	5 17-Nov-15	23-Nov-15	AW Conference Rooms - Punch & Clean
15 - Main Concou	rse Uptit	307 16-Mar-15	01-Jun-16	24 Sullist stice Routilis - Fullicit a Classic
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C.15.MGUE.050	Main Concourse Upin East - Demoktion Column Treatments, Elec & AV	30 16-Mar-15	24-Apr-15	Δ ─────▼ Mein Concourse Upfit East - Demolition Column Treatments, Elec & ΑV
C.15.MCUE.080	Main Concourse Upfit East - Electrical Upgrades	60 30-Mar-15	22-Jun-15	△ ✓ Main Concourse Upfit East - Electrical Upgrades
C.15.MCUE,010	Main Concourse Upfit East - Demolition of Consessions (Mech & Cooler)	40 01-Apr-15	27-May-15	✓ Main Concourse Upfit East - Demolition of Consessions (Mech & Cooler)
C.15.MCUE.070	Main Concourse Upfit East - Lighting Upgrades	60 06-Apr-15	29-Jun-16	△ ✓ Main Concourse Upfit East - Lighling Upgrades
C.15.MCUE.080	Main Concourse Upfit East - Condiment & Column Stations	60 13-Apr-15	07-Jul-15	△ V Main Concourse Upfit East - Condiment & Column Stations
C.15.MCUE.090	Main Concourse Upfit East - AV Infrustructure	60 13-Apr-15	07-Jul-15	△ ✓ Main Concourse Upfit East - AV Influstructure
C.15.MCUE.020	Main Concourse Upfit East - Exhaust Fan/Duct Replacement	40 15-Apr-15	10-Jun-15	Δ V Main Concourse Uplit East - Exhaust Fan/Duct Replacement
C.15.MCUE.030	Mein Concourse Upfil East - Cooler Replacement	50 29-Apr-15	09-Jul-15	Mein Conccurse Upfit East - Cooler Replacement
C.15.MCUE.040	Main Concourse Upfil East - Consession Finishes	40 28-May-15	23-Jul-15	7 Main Concourse Upfit East - Cohsession Finishes
C.15.MCUE.100	Main Concourse Upfit East - TV's	25 09-Jun-15	14-Jul-15	△ ────────────────────────────────────
C.15.MCUE.130	Mein Concourse Upfil East - Punch & Clean	5 24-Jul-15	30-Jul-15	AST Mein Concourse Upfit Easi - Punch & Clean
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C.15.MCUW.050	Main Concourse Upfil West - Demolision Column Treatments, Elec & AV	30 19-Jan-16	01-Mar-16	
C.15.MCUW,010	Main Concourse Upfil West - Demolition of Consessions (Mech & Cooler)	40 02-Feb-16	29-Mar-16	Mein Concourse Upfit West - Demolition Column Treatments, Elec & AV
C.15.MCUW.060	Main Concourse Upfil West - Electrical Upgrades	60 02-Feb-16	26-Apr-16	△ ✓ Main Concourse Upfit West - Demoilition of Consessions (Mech & C
C.15.MCUW,070	Main Concourse Upfit West - Lighting Upgrades	60 09-Feb-16	D3-MeV-16	Mein Concourse Upfit West - Electrical Upgrades
C.15.MCUW,020	Main Concourse Upfit West - Exhaust Fan/Duct Replacement	40 17-Feb-16	12-Apr-16	Δ Main Concourse Upfit West - Lighting Upgrades
C.15,MCUW.080	Main Concourse Upfil West - Condiment & Column Stations	60 17-Feb-16	10-May-16	△ ▼ Main Concourse Upfit West - Exhaust Fam/Duct Replacement
G.15.MCUW.090	Main Concourse Upfit West - AV Infrustructure	60 17-Feb-16	10-May-18	Mein Concourse Upfit Wesi - Condiment & Column Static
C.15.MCUW.030	Main Concourse Upfit West - Cooler Replacement	50 02-Mar-16	10-May-16	Main Concourse Upfit Wesi - AV Infrustructure
C.15.MCUW.040	Main Concourse Upfit West - Consession Finishes	40 30-Mar-18	24-May-15	✓ Main Concourse Upfit West - Cooler Replacement
C.15.MCUW.100	Main Concourse Upfit West - TV's	25 13-Apr-18	17-May-18	△ Main Concourse Upfit West - Consession Finishes
C.15.MCUW.130	Main Concourse Upfit West - Punch & Clean	5 25-May-18	01-Jun-16	Δ——▼ Main Concourse Upfit West - TVs
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Start Date: 13-Feb-15 Finish Date: 01-Aug-16 Data Date: 13-Feb-15 Run Date: 28-Jan-15 (c) Primavera Systems, Inc.

A Remaining Work

☐ ☐ Critical Remaining Work

☐ ☐ Actual Work

■ Milestone

Raymond James Stadlum

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The following shall supplement the applicable project documents, and shall serve to clarify the scope of services being proposed.

#### General

- 1) The project consists nominally of renovations or upgrades to the Raymond James Buccaneers Stadium. Areas of work include locker rooms, conference areas, atriums, concessions, suites, concourses, seating areas, score & video boards and ribbons, and various upgrades to mechanical, gas, plumbing, and electrical infrastructures. The work is to be completed over the course of the 2015 & 2016 off seasons as well as the 2015/16 regular season in accordance with the attached proposal schedule.
- 2) Building Permit Fees and permit expediting are included as a total allowance of \$250,000 for all bid packages.
- 3) Removal and payment for unforeseen or hidden conditions such as, but not limited to, underground tanks. contaminated or unsuitable soils, existing excessive or deep foundation systems, etc.) are not included. No allowance for cost or time is included for remediation, monitoring, or surveys pertaining to hazardous materials.
- 4) We have assumed the Owner will provide the following items at no cost to DPR:
- Parking on-site or within reasonable walking distance for all Construction Management Staff, Craft, Inspectors, Design Team and Visitors.
- Special Inspector Services, Geotechnical/Subsurface Exploration Services.
- Materials Testing, Roofing Inspections, Threshold Inspections, Field Tests for Water Leakage and Agency Inspections.
- Inspection premiums required by phasing and sequence of work

- Design Consultant and Peer Reviews.
- Waterproofing/Building Envelope Consultants.
- Building Commissioning Agents.
- Impact fees, Zoning, DEP permits or other Municipal charges.
- Easements, license fees, utility deposits, utility connection fees, tap fees or any meter fees or costs.
- Architectural and Engineering Services or Fees through all permitting requirements and final close-out.
- Temporary Facilities for Owner, Architect or Design Team as required.
- Utility consumption charges for gas, electric, and water. Note that the construction activities will yield a greater load than current usage.
- Use of designated existing restroom facilities for worker
- 5) No dust control or cleanup of adjacent properties is included.
- 6) Owner directed allowances carried as directed in RFP are:
- Door Hardware for 543 openings \$1,200/opening -\$651,600 (carried in various packages)
- Security \$500,000 (carried in package 6)
- Graphics \$1,200,000 (carried in package 13)
- Concessions and Slab Facade \$1,400,000 (carried in package 6)
- Existing Cable Management \$250,000 (carried in package 6)

- Suite Window Repair (129) suites \$258,000 (carried in package 2)
- See divisional clarifications below for additional Contractor allowances carried
- 7) Contractor's proposal is based on the complete award of all bid packages (excluding 10 & 14 as directed in RFP and owner addendum clarification). Broken out pricing provided in the bid forms is for accounting purposes only and is not an offer to perform any partial award of the work.
- 8) Contractor's proposal is based on an award and mutually agreeable letter of authorization to proceed to be received by February 13, 2015. Any delay in this release could affect the work possible to be put in place as scheduled.
- 9) The aggressive nature of the Owner's occupancy and use desires and the submitted schedule will require considerable "ramp-up" of the Owner, its consultants, agents, and subcontractors. Contractor assumes full cooperation and performance of these parties in compliance with our schedule and work planning. This performance will include but not be limited to: expedited onsite submittal approvals, expedited permit package preparation/submissions, on-site same day RFI responses, etc.
- 10) Work stoppage for regular season events is assumed to be 48 hours prior through morning immediately following events.
- 11) Contractor has relied on the extents of work shown on the contract documents only and has not included upgrades or modifications to adjacent work that may be required by new or more stringent standards interpreted to apply by any authority having jurisdiction. Also no provisions have been made for code adoptions which may apply prior to permitting.
- 12) Allowance for Architect's action/response time in

Supplementary Conditions 8.3.4 is excluded.

- 13) Payment for stored materials is condition precedent to the planned work sequence and schedule of work. Owner will participate in deposits or early payments required for specialty/expedited material orders.
- 14) It is assumed that the Agreement and General Conditions are unmodified AIA A101 2007 and A201 2007 documents only amended by the supplementary conditions and addendums 1-4.
- 15) An Owner Protective Liability policy (\$16mil limit) has been included in accordance with the supplementary conditions and owner direction on base bid limit. A reduction of \$48,000 may be taken if a \$1mil limit is acceptable.
- 16) It is understood that a comprehensive Builder's All-Risk insurance policy will be procured and carried by Owner. DPR's proposal is based on Owner's full assumption of all deductibles and amounts in excess of sublimits (or perils the owner elects not to insure) are by Owner, regardless of the cause of the loss. Contractor requires it and its subcontractors be added an additional named insureds on the Owner's builder's risk program. A mutual waiver of subrogation for all property damage claims is required. Contractor reserves the right to a complete review of Owner provided Builder's Risk policy with 10 days prior to mobilization.
- 17) Paragraph 3 of Supplementary Conditions 11.1: Additional insured requirements shall only apply to Contractor's General Liability Policy.
- 18) Paragraph 5 of Supplementary Conditions 11.1.6: Contractor's proposal is based on using our standard general liability policy, which is issued on the standard ISO CG0001 2007 policy form, with standard employee exclusions for personal injury.

19) With respect to Supplementary Conditions 11.1.3.1: Contractor will provide insurance certificates on ACORD forms.

#### 20) With respect to 00-6113:

- The partial waiver of lien form for Contractor and subcontractors will not be any broader than that provided in the Florida Mechanics Lien Statute
- The Contractor's affidavit will make clear that Contractor will have only paid for labor and materials for which Contractor has received payment from the Owner.
- The Contractor's affidavit will make clear that the Contractor's agreement to provide a lien removal bond only applies if Owner has timely performed its payment obligations under the contract.
- 21) With respect to 00-6116; The Contractor's general warranty form will be revised to comply with the warranty obligation contained in General Conditions, A-201 (Section 00-7200) § 3.5.

#### 22) With respect to 00-7300:

- 3.2.2: Because the Owner cannot disclaim responsibility for accuracy of the drawings and specifications, no extra compensation will be allowed for discrepancies between the contract documents and actual conditions only if the Contractor fails to promptly bring such discrepancies and measurements to the Owner's attention.
- 3.18.1: The Contractor will not indemnify the Architect, the Architect's consultants, and any of their employees and agents.
- 8.2.1.2 (2nd): It is the Contractor's understanding that this provision is consistent with the concept of liquidated damages as provided in 8.2.1.2 (1st) and

the mutual waiver of consequential damages.

- 8.3.1: The no damage for delay clause does not apply in the event of Owner or Architect active interference.
- 8.3.3: It is assumed that time extensions for weather related time extensions must be based upon an impact to the critical path of the CPM schedule.
- 9.3.1: It is assumed that retainage will be reduced to early completing Contractor/subcontractors at the end of each phase of the work.
- 9.6.2.1: The Contractor's indemnity for lower tier payment claims only applies if the Owner has timely performed its payment obligations under the contract.
- 11.1.4: Consistent with 3.18.1, the Contractor shall not name the Architect and the Architect's consultants as an additional insureds on the Contractor's insurances.

#### Division 2-Sitework

23) Paving/marking restoration is included adjacent to new work only (patching at road cuts, curb work, etc.). No restoration of roads or parking area traversed in accessing the site for parking or deliveries and resulting in normal wear and tear is included.

#### Division 3-Concrete

- 24) Blingcrete finish is included as an allowance of \$100/sf for 3600sf.
- 25) No allowance is included for rust inhibiting admixtures, epoxy coating of rebar, galvanizing of rebar, stainless steel rebar, or substitution of any other reinforcing product in any exposed concrete.

#### Division 5- Metal Fabrication

26) FRP Louver arches and awnings at Main Concourse

Slab Extension facades require a structural framing support. A \$100k allowance is included for structural steel support. In addition, a \$360,000 allowance is included for FRP louvers.

### Division 6- Woods and Plastics

- 27) All wood in the Club, Upper, Lower Level Suites, and Entries is included as maple veneers and solids.
- 28) All wood in the Super Suites A & B and Owner's Suite is included as maple veneers and hardwoods.
- 29) All stone in the Club, Upper, and Lower Level Suites is included as 3 cm Silestone "Negro Tebus" (similar to the existing mockup suites).
- 30) All vanities in the Club, Upper, and Lower Level Suites is included as "China Black" granite in lieu of marble (similar to the existing mockup suites).
- 31) Silestone "Negro Tebus" is included at the drink rails in Super Suite A and Silestone "Warm Taupe" in Super Suite B.
- 32) Silestone "Toffee" in 3 cm in included for the drink rails at the Owner's Suite.
- 33) Metal corner trim and base angle in Super Suite A at the metal clad columns is included as brushed satin aluminum.
- 34) MTL-02 base at the Club Level Suite Entries is assumed to continue along the wall the length of the suites in the 4 quads. At the Upper and Lower Level Suites, it is assumed MTL-02 base terminates at either end of the entry paneling.
- 35) We have included door casing on the 18" access doors to the glass sliders at the 10 Person Suites on the corridor side only.
- 36) SP-05, SP-06, and SP-07 are included as King

Starboard ST per the manufacturer.

- 37) An allowance of \$61,750 is included for the wood beams at ceiling type SC-06 in the Team Room as depicted on drawing A.28.2.2.
- 38) If AWI QCP certificates are excluded. Contractor proposes a millwork subcontractor that is pre-approved in the bidding documents.
- 39) Suite mirrors are assumed to be untrimmed per mockups.
- 40) Moisture resistant MDF cabinet boxes, 1x8 base trim in suite seating areas, party suite wood base, header and sill returns at suite glass are all excluded as they are not shown despite being observed in some mockups.

#### Division 8- Doors and Windows

- 41) Team store entrance sliding aluminum/glass door openings are included as an allowance of \$25,000.
- 42) 543 door openings are included for installation pricing and hardware allowance quantity.

### Division 9- Finishes

- 43) We have included installation only of VWC-07 as details of the custom graphic are not determined yet.
- 44) Sealed concrete floors are assumed to be 1 coat of liquid densifier/sealer.
- 45) Stained concrete floors are assumed to be 2 coats of silicone acrylic floor stain/sealer.
- 46) Epoxy floors, including concessions area floors, are included to receive 2 coats of fluid-applied, heavy duty, high-solids epoxy floor coating at the Concessions in bid package #4. Add \$75,240 for BASF Sonoguard pedestrian traffic coating in lieu of industrial epoxy coating.

- 47) 4" standard profile rubber base is assumed in all areas where RB is scheduled. Johnsonite RCN vinyl nosing is assumed for lobby stairs in bid package 1.
- 48) Sheathing substraight and air and moisture barrier not shown but required is included at video board metal panel finishes.

#### **Division 10-Accessories**

- 49) All signage shown in bid documents, and the way-finding and graphic allowance is included in Bid Package #13.
- 50) Graphics on 1/A.28.4.6 and 2/A1.4.3 are assumed to be by others.
- 51) Painted wall graphics are assumed to be a part of the graphics allowance.
- 52) A total of 22 fire extinguishers were located on the drawings issued with addendum #1. This is the extent of extinguishers/cabinets carried in this proposal.
- 53) Wall protection per specification section 10-2600 is excluded as it is not found in the bid documents.

## Division 11-Equipment

54) Laundry equipment is unspecified and assumed to be by owner.

## Division 12-Furnishings

- 55) No cost or scope is currently carried by Contractor for bid package #10 West Club Seating. It is assumed that the owner directed subcontractor's scope will be the complete scope required for this package.
- 56) Video ribbon seating removed and provided to owner or others for transport/storage.
- 57) Standard Culp "Dillon" vinyl is included at all new suite seating. Please add \$50,769 for Innova Terra Nova Neo fabric (similar to the existing mockup suites).

- 58) Please add \$3,898 to change the Super Suite seating to removable seating, type single seat Clarity.
- 59) (2) 15-foot motorized shades are included per each window opening at the West Club due to the height of the windows and total weight of the fabric requiring upgraded motor controllers.
- 60) All FFE scope is assumed to be by others.

#### Division 14-Conveyance

- 61) Contractor assumes complete access and use of the existing freight elevators and has included provisions for TSA vendor operators per addendums.
- 62) Contractor excludes any modifications to the existing elevator hoistways other than new openings.

#### Division 15- Plumbing

- 63) Structural angle support for underground piping is generally not applicable in this area and is excluded.
- 64) Foreign manufactured piping is assumed acceptable.
- 65) Cold water pipe insulation is excluded.

#### Division 15- HVAC

- 66) Large equipment such as chillers and cooling towers are assumed to be removed and made available onsite for the owner's salvage.
- 67) Temporary cooling off season load (800ton max) is included as required by mechanical infrastructure replacement scope.

#### Division 16-Electrical

68) Contractor believes an alternate fixture package could produce significant savings and also ease some procurement constraints. Contractor would like to explore these options further with the team.

General Contract Work

## **SECTION 00-4100-1A**

## **BID FORM - BID PACKAGE 1A**

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – WEST ATRIUM AND CLUB

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: January 29, 2015

CONTRACTOR'S NAME DPR Construction, A General Partnership

LICENSE NO. <u>CGC1520498</u>

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 1A** – **West Atrium and Club** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID:		 			
			Dollars (\$	24,980,796	).

With a Notice To Proceed issued by the Owner on February 13, 2015, the Bidder proposes to complete Bid Package 1A by <u>August 1</u>, 2016. Contractor shall note that each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

**PRINCIPAL SUB-BIDDERS:** The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor
BCH Mechanical
Fire Protection Contractor
Piper Fire
Plumbing Contractor
BCH Mechanical
Electrical Contractor
APG Electric & Technology
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. One dated 10/30/14.
Addendum No. Two dated 11/11/14.
Addendum No. Three dated 11/12/14.
Addendum No. Four dated 11/25/14.
Addendum No dated

	By: By:
	VP - Regional Manager Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).
WITNESS:  Way On Show (Proprietorship) or Partnership)  ATTEST:  BY:	
FITLE:(Corp. Sec, or Assist. Sec. O	only)
	(CORPORATE SEAL)

DPR Construction, A General Partnership
(Name of Firm or Corporation making bid)

## **SECTION 00-4100-1B**

## BID FORM - BID PACKAGE 1B

Gener	al Contract Work		
ON:	RAYMOND JAMES STADIUM 2015 RENOVATIONS – EAST ATRIUM AND CLUB		
FOR:	BUCCANEERS STADIUM COMPANY		
AT:	RAYMOND JAMES STADIUM, TAMPA, FLORIDA		
DATE	:		
CONTRACTOR'S NAME DPR Construction, A General Partnership			
LICEN	NSE NO CGC1520498		

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

PROJECT NO. TAM44 00-4100-1B-2

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 1B** - **East Atrium and Club** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: -		
		).
With a Notice To Proceed issued by the Owner or Bid Package 1B by _August 1, 20 completion date is on or prior to July 30, 2015, ear Damages as noted in the Supplementary Condition	16. Contractor shall note that if his proposed ch day past July 30, 2015 will be subject to Liquid	
The Contractor shall include a progress schedule v Section 01-3200 - Construction Progress Docume	-	ents of

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

**PRINCIPAL SUB-BIDDERS:** The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor
BCH Mechanical
Fire Protection Contractor
Piper Fire
Plumbing Contractor
BCH Mechanical
Electrical Contractor
APG Electric & Technology
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. One dated 10/30/14.
Addendum NoTwo dated 11/11/14.
Addendum No. Three dated 11/12/14.
Addendum No. Four dated 11/25/14.
Addendum No dated

	DPR Construction, A General Partnership (Name of Firm or Corporation making bid)
	By: By:
	VP - Regional Manager
	Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).
WITNESS:	
(Proprietorship or Partnership)	
ATTEST:	
BY:	
TITLE:(Corp. Sec, or Assist. Sec. O	nly)
	(CORPORATE SEAL)

### **SECTION 00-4100-2**

### **BID FORM - BID PACKAGE 2**

Gener	al Contract Work
ON:	RAYMOND JAMES STADIUM 2015 RENOVATIONS – SUITES
FOR:	BUCCANEERS STADIUM COMPANY
AT:	RAYMOND JAMES STADIUM, TAMPA, FLORIDA
DATE	3:January 29, 2015
CONT	TRACTOR'S NAME DPR Construction, A General Partnership
LICE	NSE NO. CGC1520498

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

DACEDID

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium** Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 2 - Suites** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: -			
	Dolla	urs (\$_31,020,25	8).
ALTERNATES			
Should any of the alternates as described in the contract shall be the amount added or deducted to the base bid.	documents be acc	epted, the amount	written below
Alternate No. 1. Provide new fan coil units in the Man as indicated on the Drawings and as specified in the Pro		u of relocating the	existing units
(Add)			
	Dollars (\$_	228,000	).
With a Notice To Proceed issued by the Owner on February Package 2 byAugust 1, 2016. Co date is on or prior to July 30, 2015, each day past July 3 noted in the Supplementary Conditions.	ntractor shall note	that if his propose	ed completion
The Contractor shall include a progress schedule with the Section 01-3200 - Construction Progress Documentation		ordance with the re	equirements of

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

**PRINCIPAL SUB-BIDDERS:** The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contractor
BCH Mechanical
Fire Protection Contractor
Piper Fire
Plumbing Contractor
BCH Mechanical
Electrical Contractor
APG Electric & Technology
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. One dated 10/30/14
Addendum No. Two dated 11/11/14
Addendum No. Three dated 11/12/14
Addendum No. Four dated 11/25/14
Addendum No dated

	onstruction, A General Partnership f Firm or Corporation making bid)
By: O	5
	egional Manager Owner, Partner, or Corp. Pres. or Vice-Pres. Only).
WITNESS:  May And Hob Proprietorship or Partnership)	
ATTEST:	
3Y:	
(Corp. Sec, or Assist. Sec. Only)	

(CORPORATE SEAL)

## **SECTION 00-4100-3**

### **BID FORM - BID PACKAGE 3**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - VIDEO/RIBBON BOARD/SOUND SYSTEM

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: \_\_January 29, 2015

CONTRACTOR'S NAME \_DPR Construction, A General Partnership

LICENSE NO. CGC1520498

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium** Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations – Bid Package 3 – Video/Ribbon Board/Sound System** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID:	·		
	Dollars (\$	21,687,793*	).
*All options and unit prices to follow separately.  OPTIONS			
Options as indicated in Section 11-6350 shall reflect the net of impacted elements. In the event the supplier cannot quote a s			
Option 11-6350-A1.			
(Add/Deduct)			
	_Dollars (\$		_).
Option 11-6350-A2.			
(Add/Deduct)			
			_).
Option 11-6350-A3.			
(Add/Deduct)			
	_Dollars (\$		_).
Option 11-6350-B1.			
(Add/Deduct)			
	_Dollars (\$		_).

<u>Option 11-6350-B2.</u>		
(Add/Deduct)		
Option 11-6350-Cla.		
(Add/Deduct)		
Option 11-6350-C1b.		
(Add/Deduct)		
Option 11-6350-C2a.	Dollars (\$	),
	Dollars (A	
Option 11-6350-C2b.	Dollars (\$	).
(Add/Deduct)		
Option 11-6350-C2c.	Dollars (\$	).
1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	Dollars (\$	
Option 11-6350-C2d.	20mmo (p	
(Add/Deduct)		
Option 11-6350-C3a.	Dollars (\$	).
(Add/Deduct)		
	Dollars (\$	).
Option 11-6350-C3b.		
(Add/Deduct)		

	Dollars (\$	).
Option 11-6350-C3c.		
(Add/Deduct)		
	Dollars (\$	).
Option 11-6350-C3d.		
(Add/Deduct)		
	Dollars (\$	
Option 11-6350-C3e.		<u> </u>
(Add/Deduct)		
	Dollars (\$	).
Option 11-6350-C3f.		
(Add/Deduct)		
	Dollars (\$	).
Option 11-6350-C3g.		
(Add/Deduct)		
	Dollars (\$	),
Option 11-6350-D1.		
(Add/Deduct)		
	Dollars (\$	).
Option 11-6350-D2.		
(Add/Deduct)		
Option 11-6350-E1.	Dollars (\$	).
(A ANNE D'UBBUL)		
	Dollars (\$	).

Option AV8-2-1a.		
(Add/Deduct)		
	- 41	)
Option AV8-2-1b.		
(Add/Deduct)		
	Dollars (\$	).
Option AV8-2-1c.		
(Add/Deduct)		
	Dollars (\$	),
Option AV8-2-2.		
(Add/Deduct)		
	Dollars (\$	).
Option AV8-2-3.		
(Add/Deduct)		
	Dollars (\$	).
Option AV8-3-1a.		
(Add/Deduct)		
	Dollars (\$	).
Option AV8-3-1b.		
(Add/Deduct)		
	Dollow (\$	).
Option AV8-3-1c.		
(Add/Deduct)		

	Dollars (\$	).
Option AV8-3-2.		
(Add/Deduct)		
	Dollars (\$	
Option AV8-3-3.		
(Add/Deduct)	<del></del> -	<u>-</u>
	Dollars (\$	
Option AV8-8-1.		
(Add/Deduct)		
	Dollars (\$	
Option AV8-23.		
(Add/Deduct)		
Option AV8-20.		
(Add/Deduct)		
Option AV8-31.		
(Add/Deduct)		
	Dollars (\$	).

## **UNIT COSTS**

The following unit costs are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment in the event contract changes in the Work are required involving items described. It is understood and agreed that unit costs are separately subject to acceptance by the Owner and that such prices are not part of the Contract except as accepted and entered in the Agreement. Unit prices shall include all fees, taxes, profit, overhead and similar items.

Unit Cost 11-6350-A1.	\$
Unit Cost 11-6350-A2.	\$
Unit Cost 11-6350-B1.	\$
Unit Cost 11-6350-B2.	\$
Unit Cost 11-6350-B3.	\$
Unit Cost 11-6350-B4.	\$
Unit Cost 11-6350-C1.	\$
Unit Cost 11-6350-C2.	\$
Unit Cost 11-6350-C3.	\$
Unit Cost 11-6350-C4.	\$
Unit Cost 11-6350-C5G.	\$
Unit Cost 11-6350-C5G.  Unit Cost 11-6350-C5I.	\$
	\$\$ \$
Unit Cost 11-6350-C5I.	\$
Unit Cost 11-6350-C5I. Unit Cost 11-6350-C5S.	\$
Unit Cost 11-6350-C5I.  Unit Cost 11-6350-C5G.  Unit Cost 11-6350-C5G.	\$
Unit Cost 11-6350-C5I.  Unit Cost 11-6350-C5G.  Unit Cost 11-6350-C6.	\$ \$ \$
Unit Cost 11-6350-C5I.  Unit Cost 11-6350-C5G.  Unit Cost 11-6350-C6.  Unit Cost 11-6350-D1.	\$ \$ \$ \$ \$
Unit Cost 11-6350-C5I.  Unit Cost 11-6350-C5G.  Unit Cost 11-6350-C6.  Unit Cost 11-6350-D1.  Unit Cost 11-6350-D2a.	\$\$ \$\$ \$\$ \$\$ \$

Unit Cost 11-6350-D3.	\$
Unit Cost 11-6350-E1.	\$
Unit Cost 11-6350-E2.	\$
Unit Cost 11-6350 E3.	\$
Unit Cost 11-6350-F1.	\$
Unit Cost 11-6350-F2.	\$
Unit Cost AV8-1.	\$
Unit Cost AV8-1a.	\$
Unit Cost AV8-1b.	\$
Unit Cost AV8-1c.	\$
Unit Cost AV8-1d.	\$
Unit Cost AV8-1e.	\$
Unit Cost AV8-1f.	\$
Unit Cost AV8-1g.	\$
Unit Cost AV8-1h.	\$
Unit Cost AV8-1i.	\$
Unit Cost AV8-1j.	\$
Unit Cost AV8-1k.	\$
Unit Cost AV8-11.	\$
Unit Cost AV8-1m.	\$
Unit Cost AV8-2	\$
Unit Cost AV8-2a.	\$

Unit Cost AV8-2b.	\$
Unit Cost AV8-2c.	\$
Unit Cost AV8-2d.	\$
Unit Cost AV8-2e.	\$
Unit Cost AV8-2f.	\$
Unit Cost AV8-2g.	\$
Unit Cost AV8-2h.	\$
Unit Cost AV8-2i.	\$
Unit Cost AV8-2j.	\$
Unit Cost AV8-2k.	\$
Unit Cost AV8-21.	\$
Unit Cost AV8-2m.	\$
Unit Cost AV8-3.	\$ .
Unit Cost AV8-3a.	\$
Unit Cost AV8-3b.	\$
Unit Cost AV8-3c.	\$
Unit Cost AV8-3d.	\$
Unit Cost AV8-3e.	\$
Unit Cost AV8-3f.	\$
Unit Cost AV8-3g.	\$
Unit Cost AV8-3h.	\$
Unit Cost AV8-3i.	\$
Unit Cost AV8-4.	\$ .

Unit Cost AV8-4a.	\$
Unit Cost AV8-4b.	\$
Unit Cost AV8-4c.	\$
Unit Cost AV8-4d.	\$
Unit Cost AV8-4e.	\$
Unit Cost AV8-4f.	\$
Unit Cost AV8-4g.	\$
Unit Cost AV8-4h.	\$
Unit Cost AV8-4i.	\$
Unit Cost AV8-5.	\$
Unit Cost AV8-5a.	\$
Unit Cost AV8-5b.	\$
Unit Cost AV8-5c.	\$
Unit Cost AV8-5d.	\$
Unit Cost AV8-5e.	\$
Unit Cost AV8-5f.	\$
Unit Cost AV8-5g.	\$
Unit Cost AV8-5h.	\$
Unit Cost AV8-5i.	\$
Unit Cost AV8-5j.	\$ .
Unit Cost AV8-6.	\$ .

Addendum No. One dated 10/30/14.

Addendum No. Two dated 11/11/14.

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 3 by August 1 2016, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.

Addendum No. Three dated 1:	1/12/14.
	en Landa din Nama. A
Addendum No. Four dated 1:	1/25/14.
Addendum No dated	
	DPR Construction, A General Partnership
	(Name of Firm or Corporation making bid)
	Fare Wh
	By: ()
	VP - Regional Manager
	Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

(Proprietorship of Partnership)	
ATTEST:	
BY:	
TITLE:(Corp. Sec, or Assist. Sec. Only)	

### **BID FORM - BID PACKAGE 4**

General Contract Work
ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - CONCESSSIONS & PLAZAS
FOR: BUCCANEERS STADIUM COMPANY
AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA
DATE: January 29, 2015
CONTRACTOR'S NAME <u>DPR Construction</u> , A General Partnership
LICENSE NO. <u>CGC1502498</u>

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 4 – Concessions & Plazas in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: -	
	Dollars (\$6,390,405).
	wner on February 13, 2015, the Bidder proposes to complete
Bid Package 4 byAugust 1	, 2016. Contractor shall note that if his proposed completion
date is on or prior to July 30, 2015, each da	y past July 30, 2015 will be subject to Liquidated Damages as
noted in the Supplementary Conditions.	

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Mechanical Contractor
BCH Mechanical
Fire Protection Contractor
Piper Fire
Plumbing Contractor
BCH Mechanical
Electrical Contractor
APG Electric & Technology
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. One dated 10/30/14.
Addendum No. Two dated 11/11/14.
Addendum No. Three dated 11/12/14.
Addendum No. Four dated 11/25/14.
Addendum No dated

	DPR Construction, A General Partnership (Name of Firm or Corporation making bid)
	By:
	VP - Regional Manager
	Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).
WITNESS:  May an Sha (Proprietorship or Partnership)	
ATTEST:	
BY:	
TITLE: (Corp. Sec, or Assist. Sec. C	only)
	(CORPORATE SEAL)

General Contract Work

### **SECTION 00-4100-5**

# **BID FORM - BID PACKAGE 5**

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – MECHANICAL INFRASTRUCTURE

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: <u>January 29, 2015</u>

CONTRACTOR'S NAME DPR Construction, A General Partnership

LICENSE NO. CGC1520498

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 5** – **Mechanical Infrastructure** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID:							
			Dollars (\$	7,381,414	4	)	ŀ.
			 				•

With a Notice To Proceed issued by the Owner on February 13, 2015, the Bidder proposes to complete Bid Package 5 by \_August 1\_\_\_\_\_\_\_, 2016. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Mechanical Contractor	
BCH Mechanical	
Fire Protection Contractor	
Piper Fire	
Plumbing Contractor	
BCH Mechanical	
Electrical Contractor	
APG Electric & Technology	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.	
Addendum No. One dated 10/30/14.	
Addendum No. Two dated 11/11/14.	
Addendum No. Three dated 11/12/14.	
Addendum No. Four dated 11/25/14.	
Addendum No dated	

	By: By:
	VP - Regional Manager
	Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).
	1
WITNESS:	
Uran By Sheh	
Proprietorship or Partnership)	
ATTEST:	
BY:	
TITLE:	
(Corp. Sec, or Assist. Sec. O	only)

DPR Construction, A General Partnership
(Name of Firm or Corporation making bid)

### BID FORM - BID PACKAGE 6

General Contract Work

LICENSE NO. CGC1520498

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 6** – **Electrical Infrastructure** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID:			
		Dollars (\$_	3,566,015
Wid. N. C. T. D. 14	11 4 0		

With a Notice To Proceed issued by the Owner on February 13, 2015, the Bidder proposes to complete Bid Package 6 by \_\_August 1\_\_\_\_\_\_, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Mechanical Contractor
BCH Mechanical
Fire Protection Contractor
Piper Fire
Plumbing Contractor
BCH Mechanical
Electrical Contractor
APG Electric & Technology
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. One dated 10/30/14.
Addendum No. Two dated 11/11/14.
Addendum No. Three dated 11/12/14.
Addendum No. Four dated 11/25/14.
Addendum No dated

	DPR Construction, A General Partnership
O	Name of Firm or Corporation making bid)
B	Tay Wug
_	/P - Regional Manager
Т	itle: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).
Witness: Way an Hola	
(Proprietorship or Partnership)	
ATTEST:	
BY:	
TITLE:	
(Corp. Sec, or Assist. Sec. Only	y)

# **BID FORM - BID PACKAGE 7**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – NEW HOME TEAM LOCKER ROOM

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: \_\_\_\_January 29, 2015

CONTRACTOR'S NAME DPR Construction, A General Partnership

LICENSE NO. CGC1520498

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 7** – **New Home Team Locker Room** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: -	 	 			
			Dollars (\$	5,833,971	).

With a Notice To Proceed issued by the Owner on February 13, 2015, the Bidder proposes to complete Bid Package 7 by August 1, 2016. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Mechanical Contractor	
BCH Mechanical	_
Fire Protection Contractor	
Piper Fire	_
Plumbing Contractor	
BCH Mechanical	_
Electrical Contractor	
APG Electric & Technology	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them is preparation of his proposal.	nto account in
Addendum No. One dated 10/30/14.	
Addendum No. Two dated 11/11/14.	
Addendum No. Three dated 11/12/14.	
Addendum No. Four dated 11/25/14.	
Addendum No dated	

	Hay War C
	Ву: ()
	VP - Regional Manager
	Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).
WITNESS:	
(Proprietorship or Partnership)	h
(t ropiletorship of 1 arthership)	
ATTEST:	
BY:	
TITLE:	
(Corp. Sec, or Assist. Sec. C	Only)

DPR Construction, A General Partnership
(Name of Firm or Corporation making bid)

### **BID FORM - BID PACKAGE 8**

General	Contract	Work	
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The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 8** – **Visiting Team Locker Room** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: -	 	 				
	 		_	 _Dollars (\$	763,867	 ).

With a Notice To Proceed issued by the Owner on February 13, 2015, the Bidder proposes to complete Bid Package 8 by July 30, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Mechanical Contractor	
BCH Mechanical	
Fire Protection Contractor	
Piper Fire	
Plumbing Contractor	
BCH Mechanical	
Electrical Contractor	
APG Electric & Technology	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them in preparation of his proposal.	to account in
Addendum No. One dated 10/30/14.	
Addendum No. Two dated 11/11/14.	
Addendum No. Three dated 11/12/14.	
Addendum No. Four dated 11/25/14.	
Addendum No dated	

TITLE: (Corp. Sec, or Assist. Sec. Only)

Hay Whil	
Ву:	
VP - Regional Manager	
Title: (Owner, Partner, or Corp. Pres. or Vice-	Pres. Only).
WITNESS:	
(Proprietorship of Partnership)	
(Proprietorship of Partnership)	
ATTEST:	

DPR Construction, A General Partnership (Name of Firm or Corporation making bid)

1

### **BID FORM - BID PACKAGE 9**

General Contract Work

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 9** – **Main Concourse Slab Extension/Patios** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: -				
		Dollars (\$	8,618,674	).

With a Notice To Proceed issued by the Owner on February 13, 2015, the Bidder proposes to complete Bid Package 8 by August 1, 2016. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Mechanical Contractor	
BCH Mechanical	
Fire Protection Contractor	
Piper Fire	
Plumbing Contractor	
BCH Mechanical	
Electrical Contractor	
APG Electric & Technology	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them in preparation of his proposal.	to account in
Addendum No. One dated 10/30/14.	
Addendum No. Two dated 11/11/14.	
Addendum No. Three dated 11/12/14.	
Addendum No. Four dated 11/25/14.	
Addendum No dated	

Say Dage	
By:	
VP - Regional Manager	
Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).	
WITNESS:	
(Proprietorship or Partnership)	
(Proprietorship or Partnership)	
ATTEST:	
BY:	
TITLE:	
(Corp. Sec, or Assist. Sec. Only)	

DPR Construction, A General Partnership (Name of Firm or Corporation making bid)

#### **BID FORM - BID PACKAGE 10**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - MAIN CONCOURSE SLAB EXTENSION/PATIOS

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: January 29, 2015

CONTRACTOR'S NAME DPR Construction, A General Partnership

LICENSE NO. CGC120498

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 10** – **West Club Seat Extension** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID:	By Owner		
		Dollars (\$ No Bid	).
Package 10 by _	, 2015. Contract 2015, each day past July 30, 201	on January 15, 2015, the Bidder proposes to shall note that if his proposed complet 5 will be subject to Liquidated Damages	ion date is on or
The Contractor sl	hall include a progress schedule	with this Bid Form in accordance with the	requirements of

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Section 01-3200 - Construction Progress Documentation.

Mechanical Contractor	
N/A	
Fire Protection Contractor	
N/A	
Plumbing Contractor	
N/A	
Electrical Contractor	
N/A	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.	
Addendum No. One dated 10/30/14.	
Addendum No. Two dated 11/11/14.	
Addendum No. Three dated 11/12/14.	
Addendum No. Four dated 11/25/14	
Addendum No. dated	

	Hay Dug? By:
	VP - Regional Manager
	Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).
	, ,
WITNESS:  Way Que	
(Proprietorship or Partnership)	March 1
(	
ATTEST:	
BY:	
TITLE:(Corp. Sec, or Assist. Sec. O	nly)

DPR Construction, A General Partnership
(Name of Firm or Corporation making bid)

## **BID FORM - BID PACKAGE 11**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – SPONSOR TERRACES

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: January 29, 2015

CONTRACTOR'S NAME DPR Construction, A General Partnership

LICENSE NO. CGC1520498

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 11** – **Sponsor Terraces** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: -	 	 	<u>,</u>		
			Dollars (\$	664 398	,
			ש) בומונטכב	001,000	J.

With a Notice To Proceed issued by the Owner on February 13, 2015, the Bidder proposes to complete Bid Package 11 by July 30, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_.

Mechanical Contractor
BCH Mechanical
Fire Protection Contractor
Piper Fire
Plumbing Contractor
BCH Mechanical
Electrical Contractor
APG Electric & Technology
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. One dated 10/30/14.
Addendum No. Two dated 11/11/14.
Addendum No. Three dated 11/12/14.
Addendum No. Four dated 11/25/14.

By:	
VP - Regional Manager Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).	
May angle	
Proprietorship or Partnership)	
TTEST: Y:	
(Corp. Sec, or Assist. Sec. Only)	

DPR Construction, A General Partnership (Name of Firm or Corporation making bid)

00-4100-12-1

### **SECTION 00-4100-12**

# **BID FORM - BID PACKAGE 12**

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 12** – **Conference Rooms** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: -	 	 			
			Dollars (\$	977,026	).

With a Notice To Proceed issued by the Owner on February 13, 2015, the Bidder proposes to complete Bid Package 12 by August 1, 2016. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Mechanical Contractor
BCH Mechanical
Fire Protection Contractor
Piper Fire
Plumbing Contractor
BCH Mechanical
Electrical Contractor
APG Electric & Technology
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. One dated 10/30/14.
Addendum No. Two dated 11/11/14.
Addendum No. Three dated 11/12/14.
Addendum No. Four dated 11/25/14.
Addendum No dated

By:  VP - Regional Manager  Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).	
WITNESS:  May Cur Shull  Proprietorship or Fartnership)  ATTEST:	
BY:	
Corp. Sec, or Assist. Sec. Only)	

DPR Construction, A General Partnership
(Name of Firm or Corporation making bid)

(CORPORATE SEAL)

#### **SECTION 00-4100-13**

#### **BID FORM - BID PACKAGE 13**

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – GRAPHICS AND WAYFINDING

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: January 29, 2015

CONTRACTOR'S NAME DPR Construction, A General Partnership

LICENSE NO. CGC1520498

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 13** – **Graphics and Wayfinding** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID:					
			Dollars (\$	1,441,540	).

With a Notice To Proceed issued by the Owner on February 13, 2015, the Bidder proposes to complete Bid Package 13 by August 1, 2016. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

Mechanical Contractor	
BCH Mechanical	
Fire Protection Contractor	
Piper Fire	
Plumbing Contractor	
BCH Mechanical	
Electrical Contractor	
APG Electric & Technology	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them in preparation of his proposal.	to account in
Addendum No. One dated 10/30/14.	
Addendum No. Two dated 11/11/14.	
Addendum No. Three dated 11/12/14.	
Addendum No. Four dated 11/25/14.	
Addendum No dated	

Ву:
VP - Regional Manager
Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).
WITNESS:
Proprietorship or Partnership)
ATTEST:
BY:
(Corp. Sec, or Assist. Sec. Only)
(CORPORATE SEAL)

DPR Construction, A General Partnership
(Name of Firm or Corporation making bid)

#### **SECTION 00-4100-14**

## **BID FORM - BID PACKAGE 14**

General Contract Work
ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – PRACTICE FACILITY
FOR: BUCCANEERS STADIUM COMPANY
AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA
DATE:
CONTRACTOR'S NAME DPR Construction, A General Partnership
LICENSE NO. CGC1520498

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Project Manual.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** — **Bid Package 14** — **Practice Facility** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID:	No information available	
	Dollars (\$No Bid	).
Package 14 by	To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to 2015. Contractor shall note that if his proposed completion 20, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as y Conditions.	n date is on or
	r shall include a progress schedule with this Bid Form in accordance with the re 00 - Construction Progress Documentation.	equirements of
The Contractor	r has included all allowances as outlined in Section 01-2100 in the Base Bid.	
	Ill complete and include with this Bid Form the cost breakdown for each Divisordance with the form Raymond James 2015 Renovations – Bid Breakdown in	

Mechanical Contractor	
N/A	_
Fire Protection Contractor	
N/A	_
Plumbing Contractor	
N/A	-
Electrical Contractor	
N/A	-
The Bidder acknowledges receipt of all Addenda as listed below and has taken them in preparation of his proposal.	nto account in
Addendum No. One dated 10/30/14.	
Addendum No. Two dated 11/11/14.	
Addendum No. Three dated 11/12/14.	
Addendum No. Four dated 11/25/14.	
Addendum No dated	

	By: D
	VP - Regional Manager Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).
WITNESS:  May Careful Proprietorship or Partnership)  ATTEST:	,
SY:	
(Corp. Dee, or Tables Deer C	(CORPORATE SEAL)

DPR Construction, A General Partnership
(Name of Firm or Corporation making bid)

## **SECTION 00-4100-15**

#### **BID FORM - BID PACKAGE 15**

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – MAIN CONCOURSE 2015 UPFIT

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: \_\_\_\_January 29, 2015

CONTRACTOR'S NAME \_\_DPR Construction, A General Partnership

LICENSE NO. CGC1520498

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

PROJECT NO. TAM44 00-4100-15-2

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 15** – **Main Concourse 2015 Upfit** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: -	 	 		
		Dollars (\$	2,426,791	).

With a Notice To Proceed issued by the Owner on February 13, 2015, the Bidder proposes to complete Bid Package 15 by August 1, 2016. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

Mechanical Contractor	
BCH Mechanical	
Fire Protection Contractor	
Piper Fire	-
Plumbing Contractor	
BCH Mechanical	-
Electrical Contractor	
APG Electric & Technology	-
The Bidder acknowledges receipt of all Addenda as listed below and has taken them i preparation of his proposal.	nto account in
Addendum No. One dated 10/30/14.	
Addendum No. Two dated 11/11/14.	
Addendum No. Three dated 11/12/14.	
Addendum No. Four dated 11/25/14.	
Addendum Nodated	

DPR Construction, A General Partnership
(Name of Firm or Corporation making bid)
Hay Wy.
Ву:
VP - Regional Manager
Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:
(Proprietorship of Partnership)
(Proprietorship or Partnership)
ATTEST:
BY:
TITLE:
(Corp. Sec. or Assist, Sec. Only)

(CORPORATE SEAL)

# **Clark Bid**

# SECTION 00-4100 BID FORM

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 10, 2014
CONTRACTOR'S NAME Clark Construction Group, LLC
LICENSE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations, including:

- Bid Package 1A West Atrium and Club
- Bid Package 1B East Atrium and Club
- Bid Package 2 Suites
- Bid Package 3 Video / Ribbon / Board / Sound System
- Bid Package 4 -- Concessions & Plazas
- Bid Package 5 Mechanical Infrastructure
- Bid Package 6 Electrical Infrastructure
- Bid Package 7 New Home Team Locker Room
- Bid Package 8 Visiting Team Locker Room
- Bid Package 9 Main Concourse Slab Extension / Patio
- Bid Package 10 West Club Seat Replacement
- Bid Package 11 Sponsor Terraces
- Bid Package 12 Conference Rooms
- Bid Package 13 Graphics and Wayfinding
- Bid Package 14 Practice Facility (not included)
- Bid Package 15 Main Concourse 2015 Upfit

in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

Dollars and 0/100 certs	Four Hundral & Seven Thousand
politics and /100 CENTS	Dollars (\$ 122, 407, 000

The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.

Addendum No1	dated _10/30/2014
Addendum No. 2	dated 11/11/2014
Addendum No. 3	dated _11/12/2014
Addendum No. 4	_ dated _11/25/2014
Addendum No	dated

Clark Construction Group, LLC

(Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS

(Proprietorship or Partnership)

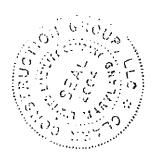
ATTEST:

BY:

TITLE: Marc R. Weyant, Assistant Secretary

(Corp. Sec., or Assist. Sec. Only)

(CORPORATE SEAL)



## **SECTION 00-4100-1A**

# **BID FORM - BID PACKAGE 1A**

General Contract Work		
ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - WEST ATRIUM AND CLUB		
FOR: BUCCANEERS STADIUM COMPANY		
AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA		
DATE: December 10, 2014		
CONTRACTOR'S NAME Clark Construction Group, LLC		
LICENSE NO. CGC1507414		

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations — Bid Package 1A - West Atrium and Club in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Twenty two million two hundred forty two thousand nine hundred	
thirty twoDollars (\$ 22,242,932	).
With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to co Package 1A by July 30 **, 2015. Contractor shall note that each day past July 30, 2015 subject to Liquidated Damages as noted in the Supplementary Conditions.	mplete Bid will be
The Continues to the U.S. A. A.	

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

П

Mechanical Contractor		
Blume Mechanical / Nash Plumbing and Mechanical, LLC		
Fire Protection Contractor		
Piper Fire Protection		
Plumbing Contractor		
Nash Plumbing and Mechanical, LLC / Blume Mechanical		
Electrical Contractor		
Aneco, a Division of M.C. Dean / APG Electric, Inc.		
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.		
Addendum No. 1 dated 10/30/2014		
Addendum No. 2 dated 11/11/2014.		
Addendum No. 3 dated 11/12/2014		
Addendum No. 4 dated 11/25/2014 .		
Addendum No dated		

Clark Construction Group, LLC (Name of Firm or Corporation making bid)

By:

Sidney J. Jordan, President/CEO, Northern/Southern Division

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY:

TITLE: Marc R. Weyant, Assistant Secretary

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

## **SECTION 00-4100-1B**

# BID FORM - BID PACKAGE 1B

General Contract Work		
ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – EAST ATRIUM AND CLUB		
FOR: BUCCANEERS STADIUM COMPANY		
AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA		
DATE: December 10, 2014		
CONTRACTOR'S NAME Clark Construction Group, LLC		
LICENSE NO. CGC1507414		

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations — Bid Package 1B - East Atrium and Club in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Seventeen million eight hundred forty two thousand one hundred twelve

Dollars (\$ 17,842,112	).
	_
	Dollars (\$ 17,842,112

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 1B by July 9 \*\* \_\_\_\_\_, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

Mechanical Contractor		
Blume Mechanical / Nash Plumbing and Mechanical, LLC		
Fire Protection Contractor		
Piper Fire Protection		
Plumbing Contractor		
Nash Plumbing and Mechanical, LLC / Blume Mechanical		
Electrical Contractor		
Aneco, a Division of M.C. Dean / APG Electric, Inc.		
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.		
Addendum No. 1 dated 10/30/2014 .		
Addendum No. 2 dated 11/11/2014		
Addendum No. 3 dated 11/12/2014		
Addendum No. 4 dated 11/25/2014		
Addendum No dated		

Clark Construction Group, LLC
(Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY: \_

TITLE: Marc R. Weyant, Assistant Secretary

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

## **SECTION 00-4100-2**

## **BID FORM - BID PACKAGE 2**

Gener	al Contract Work
ON:	RAYMOND JAMES STADIUM 2015 RENOVATIONS – SUITES
FOR:	BUCCANEERS STADIUM COMPANY
AT:	RAYMOND JAMES STADIUM, TAMPA, FLORIDA
DATE	December 10, 2014
CONT	RACTOR'S NAME Clark Construction Group, LLC
LICEN	NSE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations - Bid Package 2 - Suites in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Twenty six million one hundred sixty three thousand four hundred		
forty nine	Dollars (\$ 26,163,449	
ALTERNATES		
Should any of the alternates as described in the conshall be the amount added or deducted to the base by	atract documents be accepted, the amount written below	
Alternate No. 1. Provide new fan coil units in the as indicated on the Drawings and as specified in the	Man Cave Suites in lieu of relocating the existing units e Project Manual.	
(Add) TBD		
	Dollars (\$_TBD).	
2013. Contractor s	fanuary 15, 2015, the Bidder proposes to complete Bid shall note that if his proposed completion date is on or will be subject to Liquidated Damages as noted in the	
The Contractor shall include a progress schedule with Section 01-3200 - Construction Progress Description	h this Bid Form in accordance with the requirements of	

Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations - Bid Breakdown included in the Project Manual.

\*\* All Club Level Suites, Owner Suite, and Super Suites will be completed by July 30, 2015. All but twenty four (24) of the 16-person suites at the Lower Level Suites will be completed by July 30, 2015. All but eighteen (18) of the 16-person suites and one 36A suite at the Upper Level Suites will be completed by July 30, 2015. Remaining suites will be completed by July 30, 2016. Please see the detailed schedule for actual start and completion dates.

BID FORM - BID PACKAGE 2

Mechanical Contractor
Blume Mechanical / Nash Plumbing and Mechanical, LLC
Fire Protection Contractor
Piper Fire Protection
Plumbing Contractor
Nash Plumbing and Mechanical, LLC / Blume Mechanical
Electrical Contractor
Aneco, a Division of M.C. Dean / APG Electric, Inc.
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. 1 dated 10/30/2014
Addendum No. 2 dated 11/11/2014
Addendum No. 3 dated 11/12/2014
Addendum No. 4 dated 11/25/2014 .
Addendum No dated

Clark Construction Group, LLC
(Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY.

TITLE: Marc R. Weyant, Assistant Secretary
(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

### SECTION 00-4100-3

## **BID FORM - BID PACKAGE 3**

General	Contract	Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS — VIDEO/RIBBON BOARD/SOUND SYSTEM

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA
DATE: December 10, 2014

CONTRACTOR'S NAME Clark Construction Group, LLC

LICENSE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 3** – **Video/Ribbon Board/Sound System** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - I wenty three million five hundr	ed three thousand one hundred sixty	
	00.500	
	Dollars (\$_23,503,160	_)
<u>OPTIONS</u>		
Options as indicated in Section 11-6350 shall reflect the impacted elements. In the event the supplier cannot quantum options as indicated in Section 11-6350 shall reflect the impacted elements.	ne net cost (add or deduct) for the option and all note a specific product, list NA for that option.	
Option 11-6350-A1.		
(Add/Deduct) In Base Bid		
	Dollars (\$ In Base Bid	
Option 11-6350-A2,		
(Add/Deduct) Add Thirty four thousand		
	Dollars (\$34,000	_ _).
Option 11-6350-A3.		
(Add/Deduct) Add One hundred twenty one th	ousand and nine hundred	
	Dollars (\$_121,900	<u> </u>
Option 11-6350-B1.		
(Add/Deduct) In Base Bid		_
	Dollars (\$_In Base Bid	).

	Option 11-6350-B2.
	(Add/Deduct) Add Three hundred one thousand four hundred
1	Option 11-6350-C1a.
	(Add/Deduct) Add One hundred thirty five thousand three hundred
İ	Option 11-6350-C1b.
l	(Add/Deduct) In Base Bid
	Option 11-6350-C2a,  Dollars (\$ In Base Bid ).
	(Add/Deduct) In Bae Bid
	Option 11-6350-C2b.  Dollars (\$ In Base Bid ).
	(Add/Deduct) Add fifteen thousand four hundred
	Option 11-6350-C2c. Dollars (\$ 15,400 ).
	(Add/Deduct) In Base Bid
	Dollars (\$ In Base Bid ).
j	Add/Deduct) Add five thousand three hundred
3	Dollars (\$ 5,300 ).
(	Add/Deduct) Add seventeen thousand
9	Dollars (\$ 17,000 ).
	Add/Deduct) Add ten thousand one hundred

Ontion 11 (250 CC	Dollars (\$ 10,100
Option 11-6350-C3c.	
(Add/Deduct) In Base Bid	
Option 11-6350-C3d.	Dollars (\$ In Base Bid
(Add/Deduct) In Base Bid	
(Add/Dedict) III Dase Bid	
Option 11-6350-C3e.	Dollars (\$ In Base Bid
(Add/Deduct) Add seven thousand sev	/en hundred
	D-11 (n. 7.700
Option 11-6350-C3f.	Dollars (\$ 7,700
(Add/Deduct) Add one hundred fifty fiv	e thousand eight hundred
O-411 (070 C0	Dollars (\$ 155,800
Option 11-6350-C3g.	
(Add/Deduct) Add one hundred sixty fo	ur thousand three hundred
Option 11-6350-D1.	Dollars (\$ 164,300
	All account of
(Add/Deduct) Add one hundred fifty six	t thousand three hundred
	Dollars (\$_ 156,300
Option 11-6350-D2.	
(Add/Deduct) Add one hundred sixty	six thousand five hundred
Ontion 11 (250 E1	Dollars (\$ 166,500
Option 11-6350-E1.	
(Add/Deduct) No Bid	
	Dollars (\$_No Bid

Option AV8-2-	<u>la.</u>
(Add/Deduct)	Add six hundred fifty eight thousand three hundred
	Dollars (\$ 658,300
Option AV8-2-	<u>1b.</u>
(Add/Deduct)	Add one million thirty five thousand three hundred
	Dollars (\$ 1,035,300
Option AV8-2-	•
(Add/Deduct)_	No Bid
	Dollars (\$ No Bid
Option AV8-2-2	<u>.</u>
(Add/Deduct) A	dd twenty five thousand five hundred
	Dollars (\$ 25,500
Option AV8-2-3	
(Add/Deduct) T	BD
	Dollars (\$_TBD)
Option AV8-2-4	·
(Add/Deduct) Ac	dd fifty four thousand nine hundred
Option AV8-3-1	•
(Add/Deduct) A	dd six hundred sixty five thousand nine hundred
	Dollars (\$ 665,900).
Option AV8-3-11	——————————————————————————————————————
(Add/Deduct) Add	ld one million thirty five thousand three hundred
	Dollars (\$ 1,035,300
Option AV8-3-10	—
Add/Deduct)_No	Bid
· —	

PROJECT NO. TAM44	00-4100-3- Dollars (\$ No Bid	
Option AV8-3-2.		_ <del></del> j.
(Add/Deduct) Add twenty five thousand six hunc	Ired	
	Dollars (\$ 25,600	
Option AV8-3-3.		
(Add/Deduct)_TBD		
	Dollars (\$TBD	)
Option AV8-3-4,	· · · · · · · · · · · · · · · · · · ·	
Add/Deduct) Add fifty four thousand nine hundred		
	Dollars (\$ 54,900	).
Option AV8-8-1.		
Add/Deduct) Add seventy eight thousand two hu	ndred	
	Dollars (\$ 78,200	
Option AV8-23.		
Add/Deduct) Add one million six hundred twenty	six thousand seven hundred	
	Dollars (\$ 1,626,700	
Option AV8-20.	Dollars (\$ 1,020,700	).
Add/Deduct) Add three million five hundred thirty	five thousand three hundred	
add Deducty - 1-1-1 major invo Hariared unity		
hn4'a A770 40	Dollars (\$ 3,535,300	).
Option AV8-20.	fire the second three levels	
Add/Deduct) Add three million five hundred thirty	· · · · · · · · · · · · · · · · · · ·	
	Dollars (\$ 3,535,300	).
option AV8-31.		
Add/Deduct) Add sixty thousand		
	Dollars (\$ 60,000	).
ption AV28-1.		
Add/Deduct) Add thirty eight thousand two hundr		
	ed	

## **UNIT COSTS**

The following unit costs are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment in the event contract changes in the Work are required involving items described. It is understood and agreed that unit costs are separately subject to acceptance by the Owner and that such prices are not part of the Contract except as accepted and entered in the Agreement. Unit prices shall include all fees, taxes, profit, overhead and similar items.

Unit Cost 11-6350-A1.	<sub>\$</sub> 38,700
Unit Cost 11-6350-A2.	<sub>\$</sub> 41,000
Unit Cost 11-6350-B1.	<sub>\$</sub> 9,000
Unit Cost 11-6350-B2.	<sub>\$</sub> 26,800
Unit Cost 11-6350-B3.	<sub>\$</sub> 5,200
Unit Cost 11-6350-B4.	<sub>\$</sub> 1,900
Unit Cost 11-6350-C1.	<sub>\$</sub> 133,400
Unit Cost 11-6350-C2.	<sub>\$</sub> 72,600
Unit Cost 11-6350-C3.	<u>\$ 39,200</u>
Unit Cost 11-6350-C4.	<sub>\$</sub> 210,000
Unit Cost 11-6350-C5G.	<sub>\$</sub> 52,700
Unit Cost 11-6350-C51.	\$
Unit Cost 11-6350-C5S.	<sub>\$</sub> 134,700
Unit Cost 11-6350-C5G.	\$
Unit Cost 11-6350-C6.	<sub>\$</sub> 77,800
Unit Cost 11-6350-D1.	<sub>\$</sub> 337,700
Unit Cost 11-6350-D2a.	\$ 84,800
Unit Cost 11-6350-D2b.	<sub>\$</sub> 115,700
Unit Cost 11-6350-D2c.	§ 110,500

BID FORM - BID PACKAGE 3

Unit Cost 11-6350-D3.	<sub>\$</sub> 100,200
Unit Cost 11-6350-E1.	<sub>\$</sub> 9,300
Unit Cost 11-6350-E2.	<sub>\$</sub> 1,400
Unit Cost 11-6350-E3.	\$
Unit Cost 11-6350-F1.	<sub>\$</sub> 138,500
Unit Cost 11-6350-F2.	<sub>\$</sub> 264,200
Unit Cost AV8-1.	§ 327,089
Unit Cost AV8-1a.	<sub>\$_</sub> In AV8-1
Unit Cost AV8-1b.	§In AV8-1
Unit Cost AV8-1c.	\$ In AV8-1
Unit Cost AV8-1d.	<sub>\$</sub> 26,001
Unit Cost AV8-1e.	<sub>\$</sub> 37,201
Unit Cost AV8-1f.	\$ 28,666
Unit Cost AV8-1g.	\$ 30,100
Unit Cost AV8-1h.	<sub>\$</sub> 31,605
Unit Cost AV8-1i.	§ 33,185
Unit Cost AV8-1j.	§ 34,844
Unit Cost AV8-1k.	§ 36,586
Unit Cost AV8-11.	<sub>\$</sub> 38,415
Unit Cost AV8-1m.	<sub>\$</sub> 40,336
Unit Cost AV8-2	<sub>\$</sub> 298,889
Unit Cost AV8-2a.	<sub>\$</sub> 8,889

Unit Cost AV8-2b.	<u>\$_11,111</u>
Unit Cost AV8-2c.	<sub>\$</sub> 13,333
Unit Cost AV8-2d.	<sub>\$_</sub> 15,556
Unit Cost AV8-2e.	<u>\$ 17,778</u>
Unit Cost AV8-2f.	<u>\$</u> 20,000
Unit Cost AV8-2g.	<u>\$ 22,222</u>
Unit Cost AV8-2h.	<u>\$ 24,444</u>
Unit Cost AV8-2i.	<sub>\$</sub> 26,667
Unit Cost AV8-2j.	<sub>\$</sub> 30,000
Unit Cost AV8-2k.	<u>\$ 32,222</u>
Unit Cost AV8-21.	<u>\$36,667</u>
Unit Cost AV8-2m.	<u>\$40,000</u>
Unit Cost AV8-3.	<sub>\$</sub> 306,393
Unit Cost AV8-3a.	<sub>\$</sub> 27,778
Unit Cost AV8-3b.	<sub>\$</sub> 29,167
Unit Cost AV8-3c.	\$ 30,625
Unit Cost AV8-3d.	§ 32,156
Unit Cost AV8-3e.	<u>\$ 33,674</u>
Unit Cost AV8-3f.	<u>\$</u> 35,452
Unit Cost AV8-3g.	<sub>\$</sub> 37,225
Unit Cost AV8-3h.	\$ <u>39,806</u>
Unit Cost AV8-3i.	<u>\$41,040</u>
Unit Cost AV8-4.	

Unit Cost AV8-4a.	§ In AV8-4
Unit Cost AV8-4b.	<u>\$</u> 29,167
Unit Cost AV8-4c.	\$ 30,625
Unit Cost AV8-4d.	<sub>\$</sub> 32,156
Unit Cost AV8-4e.	<sub>\$</sub> 33,764
Unit Cost AV8-4f.	§ 35,452
Unit Cost AV8-4g.	\$37,225
Unit Cost AV8-4h.	<sub>\$</sub> 39,086
Unit Cost AV8-4i.	<sub>\$</sub> 41,040
Unit Cost AV8-5.	\$ 58,621
Unit Cost AV8-5a.	s In AV8-5
Unit Cost AV8-5b.	§ In AV8-5
Unit Cost AV8-5c.	<b>\$6,339</b>
Unit Cost AV8-5d.	<u>\$6,446</u>
Unit Cost AV8-5e.	<u>\$6,768</u>
Unit Cost AV8-5f.	<u>\$7,107</u>
Unit Cost AV8-5g.	<u>\$ 7,462</u>
Unit Cost AV8-5h.	<sub>\$</sub> 7,835
Unit Cost AV8-5i.	\$ <u>8,227</u>
Unit Cost AV8-5j.	\$ 8,638
Unit Cost AV8-6.	<sub>\$</sub> 2,600

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 3 by \_\_\_\_\_\_, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.

Addendum No. 1 dated 10/30/14.

Addendum No. 2 dated 11/11/14.

Addendum No. 3 dated 11/12/14.

Addendum No. 4 dated 11/25/14.

Addendum No. dated dated 11/25/14.

Clark Construction Group, LLC

(Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

TITLE: Marc R. Weyant, Assistant Secretary
(Corp. Sec, or Assist. Sec. Only)

Congred Contract Wests

#### **SECTION 00-4100-4**

## **BID FORM - BID PACKAGE 4**

Oche	at Contract Work
ON:	RAYMOND JAMES STADIUM 2015 RENOVATIONS - CONCESSSIONS & PLAZAS
FOR:	BUCCANEERS STADIUM COMPANY
AT:	RAYMOND JAMES STADIUM, TAMPA, FLORIDA
DATE	December 10, 2014
CONT	RACTOR'S NAME Clark Construction Group, LLC
LICE	NSE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium** Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 4** – **Concessions & Plazas** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Five million six hundred seventy four thousand one hundred fourteen	
Dollars (\$ 5,674,114	).
With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to comple	te Bid

Package 4 by July 30 ,2016 Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

Mechanical Contractor				
Blume Mechanical / Nash Plumbing and Mechanical, LLC				
Fire Protection Contractor				
Piper Fire Protection				
Plumbing Contractor				
Nash Plumbing and Me	chanical, LLC / Blume	Mechanical		
Electrical Contractor		<del></del>		
Aneco, a Division of M.	C. Dean / APG Electric	, Inc.		
The Bidder acknowle	dges receipt of all Ao	ddenda as listed below and has taken them into account in		
Addendum No. 1	_dated10/30/2014	i e		
Addendum No2	_ dated			
Addendum No. 3	_ dated			
Addendum No4	_ dated			
ddendum No dated				

Clark Construction Group, LLC (Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY:

TITLE: Marc R. Weyant, Assistant Secretary (Corp. Sec, or Assist. Sec. Only)

#### **SECTION 00-4100-5**

## **BID FORM - BID PACKAGE 5**

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – MECHANICAL INFRASTRUCTURE

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 10, 2014

CONTRACTOR'S NAME Clark Construction Group, LLC

LICENSE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 5 – Mechanical Infrastructure in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Six million sixty two thousand sixty four		
	Dollars (\$ <u>6,062,064</u>	

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 5 by July 30 \*\* 2015,2016 Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

- \*\* The chiller plant and cooling towers will be completed by July 30, 2016. Portions of the distribution piping will be completed by July 30, 2015 in conjunction with the schedule of the associated Bid Packages.
- \*\* The natural gas lines will be constructed in 2015 and 2016 in conjunction with the associated Bid package schedules.

Mechanical Contractor				
Blume Mechanical / Nash Plumbing and Mechanical, LLC				
Fire Protection Contr	Fire Protection Contractor			
Not Applicable	Not Applicable			
Plumbing Contractor				
Nash Plumbing and Me	chanical, LLC / Blume Mechanical			
Electrical Contractor				
Aneco, a Division of M.	C. Dean / APG Electric, Inc.			
The Bidder acknowle preparation of his pro	dges receipt of all Addenda as listed below and has taken them into account posal.	in		
Addendum No. 1	_ dated _10/30/2014 _			
Addendum No. 2	_ dated			
Addendum No. 3	_ dated			
Addendum No4	dated 11/25/2014			
Addendum No	_ dated			

Clark Construction Group, LLC (Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

TITLE: Marc R. Weyant, Assistant Secretary (Corp. Sec, or Assist. Sec. Only)

#### **SECTION 00-4100-6**

#### BID FORM - BID PACKAGE 6

Gener	ral Contract Work
ON:	RAYMOND JAMES STADIUM 2015 RENOVATIONS – ELECTRICAL INFRASTRUCTURE
FOR:	BUCCANEERS STADIUM COMPANY
AT:	RAYMOND JAMES STADIUM, TAMPA, FLORIDA
DATI	E: December 10, 2014
CON	TRACTOR'S NAME Clark Construction Group, LLC
LICE	NSE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 6 – Electrical Infrastructure in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID:	Two million five hundred twenty nine thousand fifty nine	
	Dollars (\$2,529,059	).

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 6 by July 30, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

Mechanical Contractor			
Blume Mechanical / Nas	sh Plumbing and Mechanical, LLC		
Fire Protection Contra	actor		
Not Applicable			
Plumbing Contractor			
Nash Plumbing and Med	chanical, LLC / Blume Mechanical		
Electrical Contractor			
Aneco, a Division of M.C	C. Dean / APG Electric, Inc.		
The Bidder acknowled preparation of his prop	lges receipt of all Addenda as listed below and has taken them intoosal.	to account in	
Addendum No. 1	_dated		
Addendum No. 2	_ dated		
Addendum No3	_dated		
Addendum No. 4	_dated		
Addendum No	_ dated		

Clark Construction Group, LLC
(Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY:

TITLE: Marc R. Weyant, Assistant Secretary

(Corp. Sec, or Assist. Sec. Only)

# **SECTION 00-4100-7**

# BID FORM - BID PACKAGE 7

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – NEW HOME TEAM LOCKER ROOM

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 10, 2014

CONTRACTOR'S NAME Clark Construction Group, LLC

LICENSE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium** Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 7** – **New Home Team Locker Room** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Five million three hundred fifty thousand six hundred sixty three					
	Dollars (\$ 5,350,663	)			

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 7 by \_\_\_\_\_\_, 2016 Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

Portions of this Bid Package will be constructed during the 2015 football season. See detailed schedule for actual start and completion dates.

Mechanical Contractor	
Blume Mechanical / Nash Plumbing and Mechanical, LLC	
Fire Protection Contractor	
Piper Fire Protection	
Plumbing Contractor	
Nash Plumbing and Mechanical, LLC / Blume Mechanical	
Electrical Contractor	
Aneco, a Division of M.C. Dean / APG Electric, Inc.	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into accoun preparation of his proposal.	t in
Addendum No. 1 dated 10/30/2014	
Addendum No. 2 dated 11/11/2014	
Addendum No. 3 dated 11/12/2014	
Addendum No. 4 dated 11/25/2014	
Addendum No dated	

Clark Construction Group, LLC (Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

TITLE: Marc R. Weyant, Assistant Secretary (Corp. Sec, or Assist. Sec. Only)

General Contract Work

#### SECTION 00-4100-8

# **BID FORM - BID PACKAGE 8**

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS = VISITING TEAM LOCKER ROOM

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 10, 2014

CONTRACTOR'S NAME Clark Construction Group, LLC

LICENSE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 8 – Visiting Team Locker Room in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - One million seven hundred one thousand one hundred ninety seve	BASE BID:	<ul> <li>One million seven</li> </ul>	hundred one	thousand on	e hundred	ninety seve	ะท
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With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 8 by July 30 , 2016 Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

Mechanical Contractor	
Blume Mechanical / Nash Plumbing and Mechanical, LLC	
Fire Protection Contractor	
Piper Fire Protection	
Plumbing Contractor	
Nash Plumbing and Mechanical, LLC / Blume Mechanical	
Electrical Contractor	
Aneco, a Division of M.C. Dean / APG Electric, Inc.	
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into acc preparation of his proposal.	count in
Addendum No. 1 dated 10/30/2014	
Addendum No. 2 dated 11/11/2014	
Addendum No. 3 dated 11/12/2014.	
Addendum No. 4 dated 11/25/2014	
Addendum No dated	

Clark Construction Group, LLC (Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

TITLE: Marc R. Weyant, Assistant Secretary (Corp. Sec, or Assist. Sec. Only)

#### SECTION 00-4100-9

# BID FORM - BID PACKAGE 9

General Contract Work

ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – MAIN CONCOURSE SLAB EXTENSION/PATIOS

FOR: BUCCANEERS STADIUM COMPANY

AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA

DATE: December 10, 2014

CONTRACTOR'S NAME Clark Construction Group, LLC

LICENSE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations — Bid Package 9 — Main Concourse Slab Extension/Patios in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: -	Five million two hundred nine thousand eight hundred fifty eight	
	Dollars (\$ 5,209,858	).

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 9 by \_\_\_\_\_\_ July 30 \_\_\_\_\_, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

Mechanical Contractor
Blume Mechanical / Nash Plumbing and Mechanical, LLC
Fire Protection Contractor
Piper Fire Protection
Plumbing Contractor
Nash Plumbing and Mechanical, LLC / Blume Mechanical
Electrical Contractor
Not Applicable
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. 1 dated 10/30/2014
Addendum No. 2 dated 11/11/2014
Addendum No. 3 dated 11/12/2014
Addendum No. 4 dated 11/25/2014
Addendum No dated

Clark Construction Group, LLC (Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

TITLE: Marc R. Weyant, Assistant Secretary
(Corp. Sec, or Assist. Sec. Only)

# **SECTION 00-4100-10**

# **BID FORM - BID PACKAGE 10**

General Contract Work
ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS – WEST CLUB SEAT EXTENSION
FOR: BUCCANEERS STADIUM COMPANY
AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA
DATE: December 10, 2014
CONTRACTOR'S NAME Clark Construction Group, LLC
LICENSE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Mechanical Contractor
Not Applicable
Fire Protection Contractor
Not Applicable
Plumbing Contractor
Not Applicable
Electrical Contractor
Not Applicable
The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.
Addendum No. 2 dated 11/11/2014
Addendum No. 3 dated 11/12/2014
Addendum No. 4 dated 11/25/2014
Addendum No dated
Not Applicable  The Bidder acknowledges receipt of all Addenda as listed below and has taken them into account in preparation of his proposal.  Addendum No

Clark Construction Group, LLC

(Name of Firm or Corporation making bid)

Sidney J. Jordan, President/Ct.O. Northern/Southern Division Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

TITLE: Marc R. Weyant, Assistant Secretary

(Corp. Sec, or Assist. Sec. Only)

## **SECTION 00-4100-11**

# **BID FORM - BID PACKAGE 11**

Gener	al Contract Work
ON:	RAYMOND JAMES STADIUM 2015 RENOVATIONS – SPONSOR TERRACES
FOR:	BUCCANEERS STADIUM COMPANY
AT:	RAYMOND JAMES STADIUM, TAMPA, FLORIDA
DATE	December 10, 2014
	RACTOR'S NAME Clark Construction Group, LLC
LICEN	SE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium Company** in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 11** – **Sponsor Terraces** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - Seven hundred thirty two thousand eight hundred sixty one				
	Dollars (\$_732,861	_).		

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 11 by \_\_\_\_\_ July 30 \_\_\_\_\_, 2015. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

Mechanical Contrac	tor		
Not Applicable			
Fire Protection Cont	ractor		
Not Applicable			
Plumbing Contractor	r		
Not Applicable			
Electrical Contractor			
Not Applicable			
The Bidder acknowle preparation of his pro	edges receipt of all oposal.	Addenda as listed below and has taken them into account in	
Addendum No1	dated10/30/2014	4	
Addendum No. 2	dated11/11/2014	4	
Addendum No3	_ dated11/12/2014	<u>4</u> .	
Addendum No. 4	_ dated11/25/2014	4	
Addendum No	_ dated		

Clark Construction Group, LLC
(Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

TTTLE: Marc R. Weyant, Assistant Secretary
(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

#### **SECTION 00-4100-12**

### **BID FORM - BID PACKAGE 12**

General Contract Work
ON: RAYMOND JAMES STADIUM 2015 RENOVATIONS - CONFERENCE ROOMS
FOR: BUCCANEERS STADIUM COMPANY
AT: RAYMOND JAMES STADIUM, TAMPA, FLORIDA
DATE: December 10, 2014
CONTRACTOR'S NAME Clark Construction Group, LLC
LICENSE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 12 – Conference Rooms in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - One million sixty three thousand four hundred forty two		
Dollars (\$ <u>1,063,442</u>	).	

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

**PRINCIPAL SUB-BIDDERS:** The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

to account in
.1

Clark Construction Group, LLC
(Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

TITLE: Marc R. Weyant, Assistant Secretary

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

#### **SECTION 00-4100-13**

#### **BID FORM - BID PACKAGE 13**

Gener	al Contract Work
ON:	RAYMOND JAMES STADIUM 2015 RENOVATIONS – GRAPHICS AND WAYFINDING
FOR:	BUCCANEERS STADIUM COMPANY
AT:	RAYMOND JAMES STADIUM, TAMPA, FLORIDA
DATE	2: December 10, 2014
CONT	TRACTOR'S NAME Clark Construction Group, LLC

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buccaneers Stadium** Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the **Raymond James Stadium 2015 Renovations** – **Bid Package 13** – **Graphics and Wayfinding** in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: - One million two hundred fifty five thousand four hundred thirty three		
	Dollars (\$ 1,255,433	).
	<del></del>	

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

**PRINCIPAL SUB-BIDDERS:** The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contracto	r		
Not Applicable			_
Fire Protection Contra	actor		
Not Applicable			_
Plumbing Contractor			
Not Applicable			-
Electrical Contractor			
Not Applicable			
The Bidder acknowled preparation of his prop		ddenda as listed below and has taken them is	nto account in
Addendum No. 1	_dated _10/30/2014	i i	
Addendum No. 2	dated 11/11/2014	Q.	
Addendum No. 3	_dated	2	
Addendum No. 4	_dated		
Addendum No	_ dated		

Clark Construction Group, LLC (Name of Firm or Corporation making bid)

Sidney J. Jordan, President/CEO, Northern/Southern Division Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

WITNESS:

(Proprietorship or Partnership)

ATTEST:

TITLE: Marc R. Weyant, Assistant Secretary (Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

#### **SECTION 00-4100-15**

#### **BID FORM - BID PACKAGE 15**

Gener	al Contract Work
ON:	RAYMOND JAMES STADIUM 2015 RENOVATIONS – MAIN CONCOURSE 2015 UPFIT
FOR:	BUCCANEERS STADIUM COMPANY
AT:	RAYMOND JAMES STADIUM, TAMPA, FLORIDA
DATE	December 10, 2014
CONT	TRACTOR'S NAME Clark Construction Group, LLC
LICE	NSE NO. CGC1507414

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the specifications for the work and contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation, he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the forgoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work will not be allowed.

The Bidder proposes and agrees if this proposal is accepted to contract with Buccaneers Stadium Company in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work of the Raymond James Stadium 2015 Renovations – Bid Package 15 – Main Concourse 2015 Upfit in full and complete accordance with the Contract Documents, to the full and entire satisfaction of the Owner and/or Architect-Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sum of:

BASE BID: -	Two million five hundred fifty three thousand five hundred fifty nine	
	Dollars (\$2,553,559	).

With a Notice To Proceed issued by the Owner on January 15, 2015, the Bidder proposes to complete Bid Package 15 by \_\_\_July 30 \_\_\_\_2016. Contractor shall note that if his proposed completion date is on or prior to July 30, 2015, each day past July 30, 2015 will be subject to Liquidated Damages as noted in the Supplementary Conditions.

The Contractor shall include a progress schedule with this Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation.

The Contractor has included all allowances as outlined in Section 01-2100 in the Base Bid.

Contractor shall complete and include with this Bid Form the cost breakdown for each Division of the Project in accordance with the form Raymond James 2015 Renovations – Bid Breakdown included in the Project Manual.

**PRINCIPAL SUB-BIDDERS:** The undersigned further states that this bid is based on quotations received from the following subcontractors for the categories of work listed; he further agrees that if he is the successful Bidder, he will contract with the listed subcontractors for the performance of this work:

Mechanical Contracto	or	
Blume Mechanical / Na	sh Plumbing and Mec	nanical, LLC
Fire Protection Contra	actor	
Not Applicable		
Plumbing Contractor		
Nash Plumbing and Me	chanical, LLC / Blume	Mechanical
Electrical Contractor		
Aneco, a Division of M.C	C. Dean / APG Electric	s, Inc.
preparation of his prop	posal.	ddenda as listed below and has taken them into account in
Addendum No. 1		
Addendum No. 2	_ dated	
Addendum No. 3	_ dated	•
Addendum No. 4	_dated	
Addendum No	_ dated	•

Clark Construction Group, LLC

(Name of Firm or Corporation making bid)

By:

Sidney J. Jordan, President/CEO, Northern/Southern Division
Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only).

(5 1124, 1 male), or odep. 1165. or vice-1165. Only

WITNESS:

(Proprietorship or Partnership)

ATTEST:

. . . .

TITLE: Marc R. Weyant, Assistant Secretary

(Corp. Sec, or Assist. Sec. Only)

(CORPORATE SEAL)

Bid Package Number	# 1A

Division	Amount	Clarifications
Division 01 — General Requirements	200.04-	
Division 02 — Existing Conditions	883,045	
Division 03 — Concrete	577,545	
Division 04 — Masonry	310,713	
Division 05 — Metals	788	
	847,007	
Division 06 — Wood, Plastics, and Composites	4,019,586	
Division 07 — Thermal and Moisture Protection	206,401	
Division 08 — Openings	1,110,389	<u> </u>
Division 09 — Finishes	4,662,153	
Division 10 — Specialties	33,923	
Division 11 — Equipment	1,169,569	
Division 12 — Furnishings	61,065	
Division 13 — Special Construction	0	
Division 14 — Conveying Equipment	787,498	
Division 15 —	0	
Division 16 —	0	
Division 20 —	0	
Division 21 — Fire Suppression	176,325	
Division 22 — Plumbing	2,389,426	
Division 23 — Heating Ventilating and Air Conditioning	in plumbing	
Division 24 —	0	
Division 25 — Integrated Automation	0	
Division 26 — Electrical	3,175,857	
Division 27 — Communications	886,599	
Division 28 — Electronic Safety and Security	0	
Division 29 —	0	
Division 30 —	0	
Division 31 — Earthwork	0	
Division 32 — Exterior Improvements	0	
Division 33 — Utilities	0	
otal Cost of Work	\$ 21,297,889	
ee	634,065	
nsurance / Bond	310,978	
roject Total	\$ 22,242,932	
Alternate 1	N/A	
Alternate 2	N/A	
Alternate 3	N/A	
Additional alternates	N/A	
otal Construction Cost	\$ 22,242,932	

Bid Package Number	
ibid Package Number	l# 1B
	Ιπ το

Division	Amount	Clarifications
Division 01 — General Requirements	728,691	
Division 02 — Existing Conditions	477,440	
Division 03 — Concrete	97,275	
Division 04 — Masonry	84,452	
Division 05 — Metals	717,872	
Division 06 — Wood, Plastics, and Composites	2,973,993	
Division 07 — Thermal and Moisture Protection	278,972	<del>-</del>
Division 08 — Openings	692,694	
Division 09 — Finishes	3,893,707	
Division 10 — Specialties	47,946	
Division 11 — Equipment	1,176,266	·
Division 12 — Furnishings	3,045	
Division 13 — Special Construction	0	
Division 14 — Conveying Equipment	372,192	
Division 15 —	0	
Division 16 —	0	
Division 20 —	0	<del></del>
Division 21 — Fire Suppression	188,351	
Division 22 — Plumbing	1,722,702	
Division 23 — Heating Ventilating and Air Conditioning	in plumbing	
Division 24 —	0	
Division 25 — Integrated Automation		<del></del>
Division 26 — Electrical	2,696,428	
Division 27 — Communications	930,369	<del></del>
Division 28 — Electronic Safety and Security	0	<del></del>
Division 29 —	0	
Division 30 —	0	<del>_</del>
Division 31 — Earthwork	0	, "
Division 32 — Exterior Improvements	0	<del></del>
Division 33 — Utilities	0	
Total Cost of Work	\$ 17,082,395	
Fee	509,723	
Insurance / Bond	249,994	
Project Total	\$ 17,842,112	
Alternate 1	N/A	
Alternate 2	N/A	
Alternate 3	N/A	
Additional alternates	N/A	
Total Construction Cost	S 17,842,112	

Bid Package Number		# 2	

Division	Amount	Clarifications
Division 01 — General Requirements	1,155,551	
Division 02 — Existing Conditions	995,567	<del></del>
Division 03 — Concrete	238,822	
Division 04 — Masonry	11,261	
Division 05 — Metals	703,420	
Division 06 — Wood, Plastics, and Composites	4,582,078	<u></u>
Division 07 — Thermal and Moisture Protection	94,347	<del></del>
Division 08 — Openings	1,342,516	
Division 09 — Finishes	3,281,215	
Division 10 — Specialties	356,061	
Division 11 — Equipment	1,281,702	
Division 12 — Furnishings	489,651	
Division 13 — Special Construction	0	
Division 14 — Conveying Equipment	0	
Division 15 —	0	<del></del>
Division 16 —	0	
Division 20 —	0	
Division 21 — Fire Suppression	401,024	
Division 22 — Plumbing	5,238,120	
Division 23 — Heating Ventilating and Air Conditioning	in plumbing	
Division 24 —	0	
Division 25 — Integrated Automation	0	
Division 26 — Electrical	3,960,136	
Division 27 — Communications	912,046	
Division 28 — Electronic Safety and Security	0	
Division 29 —	0	
Division 30 —	0	
Division 31 — Earthwork	0	
Division 32 — Exterior Improvements	0	<del>, , , , , , , , , , , , , , , , , , , </del>
Division 33 — Utilities	0	
Total Cost of Work	\$ 25,043,517	
Fee	751,405	
nsurance / Bond	368,527	
Project Total	\$ 26,163,449	
Alternate 1	see bid form	
Alternate 2	N/A	
Alternate 3	N/A	
Additional aiternates	N/A	
Total Construction Cost	5 26,163,449	

Bid Package Number	# 2
	π 3

Division	Amount	Clarifications
Division 01 — General Requirements	244.250	
	341,288	
Division 02 — Existing Conditions	395,531	
Division 03 — Concrete	21,402	
Division 04 — Masonry	11,833	
Division 05 — Metals	1,386,557	
Division 06 — Wood, Plastics, and Composites	0	
Division 07 — Thermal and Moisture Protection	1,133,151	
Division 08 — Openings	16,569	
Division 09 — Finishes	169,071	
Division 10 — Specialties	79,981	<u></u>
Division 11 — Equipment	7,889,703	
Division 12 — Furnishings	0	
Division 13 — Special Construction	0	
Division 14 — Conveying Equipment	0	
Division 15 —	0	
Division 16 —	0	
Division 20 —	0	
Division 21 — Fire Suppression	72,700	
Division 22 — Plumbing	780,352	
Division 23 — Heating Ventilating and Air Conditioning	in plumbing	
Division 24 —	0	
Division 25 — Integrated Automation	0	
Division 26 — Electrical	1,746,958	
Division 27 — Communications	8,438,621	<del></del>
Division 28 — Electronic Safety and Security	0	
Division 29 —	0	
Division 30 —	0	
Division 31 — Earthwork	0	
Division 32 — Exterior Improvements	0	
Division 33 — Utilities	0	
otal Cost of Work	\$ 22,483,717	
ee	683,983	
nsurance / Bond	335,460	
Project Total	\$ 23,503,160	
Alternate 1	see option sheet	-
Alternate 2		
Alternate 3		
Additional alternates		
otal Construction Cost	5 23,503,160	

Bid Package Number	# 4

Division	Amount	Clarifications
Division 01 — General Requirements		
Division 02 — Existing Conditions	178,191	
Division 03 — Concrete	183,773	
Division 04 — Masonry	11,691	
Division 05 — Metals	27,182	
	29,519	
Division 06 — Wood, Plastics, and Composites Division 07 — Thermal and Moisture Protection	0	
Division 09 Opening	431,573	
Division 08 — Openings Division 09 — Finishes	209,803	
	1,288,758	
Division 10 — Specialties	0	
Division 11 — Equipment	956,415	
Division 12 — Furnishings	0	
Division 13 — Special Construction	0	
Division 14 — Conveying Equipment	0	
Division 15 —	0	
Division 16 —	0	
Division 20 —	0	
Division 21 — Fire Suppression	71,853	
Division 22 — Plumbing	732,183	
Division 23 — Heating Ventilating and Air Conditioning	in plumbing	
Pivision 24 —	0	
livision 25 — Integrated Automation	0	
ivision 26 — Electrical	525,649	
ivision 27 — Communications	785,826	
ivision 28 — Electronic Safety and Security	0	
ivision 29 —	0	
ivision 30 —	0	
ivision 31 — Earthwork	0	
ivision 32 — Exterior Improvements	0	
ivision 33 — Utilities	0	
otal Cost of Work	\$ 5,432,416	
ee	162,164	
surance / Bond	79,534	
oject Total	\$ 5,674,114	
ternate 1	N/A	
ternate 2	N/A	
ternate 3	N/A	
lditional alternates	N/A	
stal Construction Cost	5 5,674,114	-

Bid Package Number	#5	

Division	Amount	Clarifications
Division 01 — General Requirements	224,947	
Division 02 — Existing Conditions		
Division 03 — Concrete	61,281	
Division 04 — Masonry	125,706	
Division 05 — Metals	13,866	
Division 06 — Wood, Plastics, and Composites	1,221	<del></del>
Division 07 — Thermal and Moisture Protection	0	
Division 08 — Openings	0	·
Division 09 — Finishes		<del></del>
Division 10 — Specialties	13,308	
Division 11 — Equipment	0	<u> </u>
Division 12 — Furnishings	0	
Division 13 — Special Construction	0	<u> </u>
Division 14 — Conveying Equipment		
Division 15 —	0	
Division 16 —	0	<del></del>
Division 20 —	0	
Division 21 — Fire Suppression	0	
Division 22 — Plumbing	4,770,782	
Division 23 — Heating Ventilating and Air Conditioning	in plumbing	
Division 24 —	o O	
Division 25 — Integrated Automation	0	
Division 26 — Electrical		
Division 27 — Communications	589,620	
Division 28 — Electronic Safety and Security	0	
Division 29 — Electronic Safety and Security	0	<u> </u>
Division 30 —	0	
Division 31 — Earthwork	0	<u> </u>
Division 32 — Exterior Improvements	0	
Division 33 — Utilities	0	
Sivision 33 — Otheres	0	
Total Cost of Work	\$ 5,800,731	
ee	175,338	
nsurance / Bond	85,995	
Project Total	\$ 6,062,064	
Alternate 1	N/A	
Alternate 2	N/A	
Alternate 3	N/A	
Additional alternates	N/A	
otal Construction Cost	5 6,062,064	

Bid Package Number		# 6	

Division	Amount	Clarifications
Division 01 — General Requirements	130,025	
Division 02 — Existing Conditions	15,632	<del></del>
Division 03 — Concrete	19,330	
Division 04 — Masonry	15,550	· · · · · · · · · · · · · · · · · · ·
Division 05 — Metals	0	
Division 06 — Wood, Plastics, and Composites	0	· · · · · · · · · · · · · · · · · · ·
Division 07 — Thermal and Moisture Protection	0	
Division 08 — Openings	0	<u> </u>
Division 09 — Finishes	68,744	
Division 10 — Specialties	0	
Division 11 — Equipment		
Division 12 — Furnishings	0	
Division 13 — Special Construction	0	
Division 14 — Conveying Equipment	0	
Division 15 —	0	
Division 16 —	0	· · · · · · · · · · · · · · · · · · ·
Division 20 —	0	
Division 21 — Fire Suppression	0	
Division 22 — Plumbing	283,020	
Division 23 — Heating Ventilating and Air Conditioning		
Division 24 —	0	
Division 25 — Integrated Automation	0	
Division 26 — Electrical	1,139,590	<u> </u>
Division 27 — Communications	254,477	
Division 28 — Electronic Safety and Security	508,954	
Division 29 —	0	
Division 30 —	0	
Division 31 — Earthwork	0	
Division 32 — Exterior Improvements	0	
Division 33 — Utilities	0	
	1	
Total Cost of Work	\$ 2,419,772	
ee	73,325	-
nsurance / Bond	35,962	
Project Total	\$ 2,529,059	
Alternate 1	N/A	
Alternate 2	N/A	
Alternate 3	N/A	
Additional alternates	N/A	
Total Construction Cost	5 2,529,059	

Bid Package Number	# 7

Division	Amount	Clarifications
Division 01 — General Requirements	265,458	
Division 02 — Existing Conditions	95,314	
Division 03 — Concrete	397,322	
Division 04 — Masonry	624,705	
Division 05 — Metals	44,992	
Division 06 — Wood, Plastics, and Composites	599,485	
Division 07 — Thermal and Moisture Protection	52,525	·
Division 08 — Openings	113,458	
Division 09 — Finishes	670,214	
Division 10 — Specialties	67,946	
Division 11 — Equipment	0	
Division 12 — Furnishings	0	
Division 13 — Special Construction	0	<u> </u>
Division 14 — Conveying Equipment	0	
Division 15 —	0	
Division 16 —	0	
Division 20 —	0	
Division 21 — Fire Suppression	48,003	
Division 22 — Plumbing	1,082,240	
Division 23 — Heating Ventilating and Air Conditionin		
Division 24 —	0	-
Division 25 — Integrated Automation	0	
Division 26 — Electrical	808,219	
Division 27 — Communications	256,513	<del>,</del>
Division 28 — Electronic Safety and Security	0	
Division 29 —	0	
Division 30 —	0	
Division 31 — Earthwork	0	
Division 32 — Exterior Improvements	0	
Division 33 — Utilities	0	
Total Cost of Work	\$ 5,126,394	
Fee	150,471	
Insurance / Bond	73,798	
Project Total	\$ 5,350,663	
Alternate 1	N/A	
Alternate 2	N/A	
Alternate 3	N/A	
Additional alternates	N/A	
Total Construction Cost	5 5,350,663	

Bid Package Number	
Did I dekage Hullibel	!# 8

Division	Amount	Clarifications
Division 01 — General Requirements	110,681	
Division 02 — Existing Conditions	49,569	
Division 03 — Concrete	49,369	
Division 04 — Masonry		
Division 05 — Metals	0	
Division 06 — Wood, Plastics, and Composites	0	
Division 07 — Thermal and Moisture Protection	11,738	
Division 08 — Openings	294,873	
Division 09 — Finishes	573,372	
Division 10 — Specialties	88,939	
Division 11 — Equipment	0	
Division 12 — Furnishings	0	<u> </u>
Division 13 — Special Construction		
Division 14 — Conveying Equipment	0	
Division 15 —	0	
Division 16 —		
Division 20 —	0	
Division 21 — Fire Suppression	39,985	<u> </u>
Division 22 — Plumbing	118,775	
Division 23 — Heating Ventilating and Air Conditioning	in plumbing	
Division 24 —	0	
Division 25 — Integrated Automation	0	
Division 26 — Electrical	213,135	<u> </u>
Division 27 — Communications	128,257	<u> </u>
Division 28 — Electronic Safety and Security	0	
Division 29 —	0	
Division 30 —	0	
Division 31 — Earthwork	0	<del></del>
Division 32 — Exterior Improvements	0	
Division 33 — Utilities	0	
otal Cost of Work	\$ 1,629,324	
ee	48,222	
nsurance / Bond	23,651	
Project Total	\$ 1,701,197	
Alternate 1	N/A	
Alternate 2	N/A	
Alternate 3	N/A	
Additional alternates	N/A	
otal Construction Cost	5 1,701,197	

Bid Package Number	15
ibiu Package Number	I# 9

Division	Amount	Clarifications
Division 01 — General Requirements	160,984	
Division 02 — Existing Conditions	76,231	
Division 03 — Concrete	1,987,434	
Division 04 — Masonry	2,557,454	
Division 05 — Metals	331,624	
Division 06 — Wood, Plastics, and Composites	202,111	
Division 07 — Thermal and Moisture Protection	614,680	
Division 08 — Openings	0	
Division 09 — Finishes	25,545	
Division 10 — Specialties	1,018	<u>_</u>
Division 11 — Equipment	108,605	
Division 12 — Furnishings	0	
Division 13 — Special Construction	0	
Division 14 — Conveying Equipment	0	
Division 15 —	0	
Division 16 —	0	·
Division 20 —	0	
Division 21 — Fire Suppression	114,543	· · · · · · · · · · · · · · · · · · ·
Division 22 — Plumbing	99,048	
Division 23 — Heating Ventilating and Air Conditionia		
Division 24 —	0	
Division 25 — Integrated Automation	0	
Division 26 — Electrical	1,145,967	
Division 27 — Communications	144,543	
Division 28 — Electronic Safety and Security	0	
Division 29 —	0	
Division 30 —	0	
Division 31 — Earthwork	0	
Division 32 — Exterior Improvements	0	
Division 33 — Utilities	0	
Total Cost of Work	\$ 5,012,333	
Fee	132,527	
nsurance / Bond	64,998	
Project Total	\$ 5,209,858	
Alternate 1	N/A	
Alternate 2	N/A	
Alternate 3	N/A	
Additional alternates	N/A	
Fotal Construction Cost	\$ 5,209,858	

Bid Package Number	# 10	

Division	Amount	Clarifications
Division 01 — General Requirements	0	
Division 02 — Existing Conditions	0	
Division 03 — Concrete	0	
Division 04 — Masonry	0	
Division 05 — Metals	0	
Division 06 — Wood, Plastics, and Composites	0	
Division 07 — Thermal and Moisture Protection	0	<del></del>
Division 08 — Openings	o	
Division 09 — Finishes	0	
Division 10 — Specialties	0	
Division 11 — Equipment	0	
Division 12 — Furnishings	500,000	
Division 13 — Special Construction	0	
Division 14 — Conveying Equipment	0	
Division 15 —	0	
Division 16 —	0	
Division 20 —	0	
Division 21 — Fire Suppression	0	
Division 22 — Plumbing	0	
Division 23 — Heating Ventilating and Air Conditioning	0	
Division 24 —	0	
Division 25 — Integrated Automation	0	
Division 26 — Electrical	0	
Division 27 — Communications	0	
Division 28 — Electronic Safety and Security	0	
Division 29 —	0	
Division 30 —	0	
Division 31 — Earthwork	0	
Division 32 — Exterior Improvements	0	
Division 33 — Utilities	0	
otal Cost of Work	\$ 500,000	
ee	15,497	
nsurance / Bond	7,600	
roject Total	\$ 523,097	
lternate 1	N/A	<del></del>
lternate 2	N/A	
Iternate 3	N/A	
dditional alternates	N/A	
otal Construction Cost	\$ 523,097	

Bid Package Number	ш 1 1
DIO I GONDEL HOURDEL	1# TT

Division	Amount	Clarifications
Division 01 — General Requirements	23,233	
Division 02 — Existing Conditions	45,015	
Division 03 — Concrete	231,484	<u> </u>
Division 04 — Masonry	13,477	· · · · · · · · · · · · · · · · · · ·
Division 05 — Metals	247,728	
Division 06 — Wood, Plastics, and Composites	13,945	
Division 07 — Thermal and Moisture Protection	17,386	
Division 08 — Openings	10,526	
Division 09 — Finishes	12,162	
Division 10 — Specialties	0	
Division 11 — Equipment		
Division 12 — Furnishings	0	
Division 13 — Special Construction		
Division 14 — Conveying Equipment	0	
Division 15 —	0	
Division 16 —	0	
Division 20 —	0	
Division 21 — Fire Suppression	0	
Division 22 — Plumbing	0	
Division 23 — Heating Ventilating and Air Conditioning	0	
Division 24 —	0	
Division 25 — Integrated Automation	0	
Division 26 — Electrical	0	
Division 27 — Communications	89,576	
Division 28 — Electronic Safety and Security	0	
Division 29 —	0	
Division 30 —	0	<del></del>
Division 31 — Earthwork	0	
Division 32 — Exterior Improvements	0	
Division 33 — Utilities	0	
	-	
otal Cost of Work	\$ 704,532	
ee	19,007	
nsurance / Bond	9,322	
Project Total	\$ 732,861	
Alternate 1	N/A	
Alternate 2	N/A	
Alternate 3	N/A	
Additional alternates	N/A	
otal Construction Cost	\$ 732,861	

Bid Package Number	# 12

Division	Amount	Clarifications
Division 01 — General Requirements	122 426	
Division 02 — Existing Conditions	133,436	······································
Division 03 — Existing Conditions  Division 03 — Concrete	14,846	
Division 04 — Masonry	79,274	
Division 04 — Masonry Division 05 — Metals	65,749	
	11,502	
Division 06 — Wood, Plastics, and Composites Division 07 — Thermal and Moisture Protection	6,046	
	0	
Division 08 — Openings	7,811	
Division 09 — Finishes	53,861	
Division 10 — Specialties	20,358	<u> </u>
Division 11 — Equipment	0	
Division 12 — Furnishings	0	
Division 13 — Special Construction	0	
Division 14 — Conveying Equipment	0	
Division 15 —	0	
Division 16 —	0	
Division 20 —	0	
Division 21 — Fire Suppression	6,915	· · · · · · · · · · · · · · · · · · ·
Division 22 — Plumbing	156,709	
Division 23 — Heating Ventilating and Air Conditioning	in plumbing	
Division 24 —	0	
Division 25 — Integrated Automation	0	
Division 26 — Electrical	218,802	
Division 27 — Communications	243,280	
Division 28 — Electronic Safety and Security	0	
Division 29 —	0	· · · · · · · · · · · · · · · · · · ·
Division 30 —	0	
Division 31 — Earthwork	0	
Division 32 — Exterior Improvements	0	
Division 33 — Utilities	0	
Total Cost of Work	\$ 1,018,589	
ee	30,094	
nsurance / Bond	14,759	
Project Total	\$ 1,063,442	
Alternate 1	N/A	
Alternate 2	N/A	
Alternate 3	N/A	
Additional alternates	N/A	
Total Construction Cost	\$ 1,063,442	

Bid Package Number	21.40	
	I# 13	
	 " ==	

Division	Amount	Clarifications
Division 01 — General Requirements		
Division 02 — Existing Conditions	0	
Division 03 — Concrete	0	
Division 04 — Masonry	0	
Division 05 — Metals	0	
<del></del>	0	
Division 06 — Wood, Plastics, and Composites  Division 07 — Thermal and Moisture Protection	0	
Division 08 — Openings	0	
Division 09 — Finishes	0	
Division 10 — Specialties	0	
Division 11 — Equipment	1,200,000	
Division 12 — Equipment Division 12 — Furnishings	0	
Division 12 — Furnishings Division 13 — Special Construction	0	
	0	
Division 14 — Conveying Equipment Division 15 —	0	<u> </u>
Division 16 —	0	
Division 16 — Division 20 —	0	
	0	
Division 21 — Fire Suppression Division 22 — Plumbing	0	
Division 22 — Flumbing  Division 23 — Heating Ventilating and Air Conditioning	0	
Division 25 — Heating ventilating and Air Conditioning Division 24 —	0	<u> </u>
	0	
Division 25 — Integrated Automation Division 26 — Electrical	0	
Division 27 — Communications	0	
	0	
Division 28 — Electronic Safety and Security Division 29 —	0	
Division 30 —	0	
	0	<u> </u>
Division 31 — Earthwork	0	
Division 32 — Exterior Improvements  Division 33 — Utilities	0	
Division 33 — Utilities	0	
Total Cost of Work	4 200 200	
	\$ 1,200,000	
ee	37,192	
nsurance / Bond	18,241	
Project Total	\$ 1,255,433	
Alternate 1	N/A	
Alternate 2	N/A	
Alternate 3	N/A	
Additional alternates	N/A	
Total Construction Cost	5 1,255,433	

Bid Package Number	# 15

Division	Amount	Clarifications
Division 01 — General Requirements	56,936	
Division 02 — Existing Conditions	12,130	
Division 03 — Concrete	12,130	
Division 04 — Masonry	0	
Division 05 — Metals	7,634	
Division 06 — Wood, Plastics, and Composites	164,199	
Division 07 — Thermal and Moisture Protection	100,454	
Division 08 — Openings	100,434	
Division 09 — Finishes	10,606	
Division 10 — Specialties	10,606	<u> </u>
Division 11 — Equipment	0	
Division 12 — Furnishings	0	
Division 13 — Special Construction	0	
Division 14 — Conveying Equipment	0	
Division 15 —	0	
Division 16 —	0	<del></del>
Division 20 —		
Division 21 — Fire Suppression	0	
Division 22 — Plumbing	201,186	
Division 23 — Heating Ventilating and Air Conditioning	in plumbing	
Division 24 —	o O	
Division 25 — Integrated Automation	0	
Division 26 — Electrical	<del></del>	<u> </u>
Division 27 — Communications	1,889,592	
Division 28 — Electronic Safety and Security	0	
Division 29 —	0	
Division 30 —	0	
Division 31 — Earthwork	0	
Division 32 — Exterior Improvements	0	
Division 33 — Utilities	0	
others of the same	0	
Total Cost of Work	\$ 2,442,737	
ee	74,355	
nsurance / Bond	36,467	
Project Total	\$ 2,553,559	
Alternate 1	N/A	
Alternate 2	N/A	
Alternate 3	N/A	
	N/A	
otal Construction Cost	\$ 2,553,559	

### **Bid Instructions**



October 8, 2014

**Approved Invited Bidders** 

REFERENCE:

Raymond James Stadium

2015 Renovations

4201 N. Dale Mabry Highway

Tampa, Florida 33607

#### Gentleman,

This Invitation to Bid is being sent to a select list of approved invited bidders. Proposals are requested to secure the services of a General Contractor to schedule, construct and manage various renovations to Raymond James Stadium in Tampa, Florida.

Enclosed is a flash drive containing 10 individual bid packages. Each bid package is further broken down into project packages for the purpose of clarification.

The project generally consists of interior renovations as outlined in the Raymond James Stadium Renovations Project Bid Package matrix attached. As you will see, there are 15 bid packages identified on the bid matrix; however only bid packages 1-9 and 11 are included at this time. Bid packages 12, 14 and 15 will be issued at a later date. Bid packages 10 and 13 will be bid separate of the General Contractor's scope of work then assigned to the General Contractor for coordination. Allowances have been included for these items to define the order of magnitude for General Contractors to provide fees associated with the coordination for incorporation into the bid.

Sealed bids will be received on November 21, 2014 for the Bid Packages referenced above until 1:00 PM EDT, local time at the offices of Wagner Murray Architects, P.A., 601 S. Cedar Street, Studio 101, Charlotte, North Carolina 28202.

There will be a mandatory Pre-Bid Meeting on October 22, 2014 at 9:00 AM EDT in the East Atrium of Raymond James Stadium in Tampa Florida.

Bid Bonds are not required.

Considerations other than price, including applicable experience, alternates, options, and responsiveness to the bid request will be considered in the evaluation of bids. WMA and BSLP reserve the right to conduct discussions and negotiations with all responsible bidders for purposes of clarification and of obtaining best and final offers. In conducting discussions and soliciting revised bids, there shall be no disclosure of any information derived from proposals submitted by competing bidders.

Bidders are encouraged to involve qualified M/WBE firms to participate in the project.

WMA and BSLP reserve the right to (i) reject any or all bids for any reason or no reason at all;(ii) disregard all non-conforming, non-responsive or conditional bids; or (iii) waive any and all bid irregularities or informalities and make an award as if the irregularities or informalities did not exist. WMA and BSLP may verify scope, negotiate price, terms and conditions, and take other steps to obtain a contract that serves the project's best interests.

We appreciate your interest in this project.

Sincerely,

**WAGNER MURRAY ARCHITECTS, PA** 

Michael J Murray, AIA

Attachments:

Definition of Terms
Project Bid Matrix

### **Bid Package**

### RAYMOND JAMES STADIUM 2015 RENOVATIONS

### TAMPA, FLORIDA

# WAGNER MURRAY ARCHITECTS PROJECT NUMBER TAM44 OCTOBER 2014

**VOLUME ONE** 

WAGNER MURRAY ARCHITECTS, P. A. 601 SOUTH CEDAR STREET, STUDIO 101 CHARLOTTE, NORTH CAROLINA 28202 (704) 372-8603

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## **SUMMARY**

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  - 1. Bid Submission
  - 2. Intent
  - 3. Work Identified in the Contract Documents
  - 4. Contract Time
- B. Bid Documents and Contract Documents
  - 1. Definitions
  - 2. Contract Documents Identification
  - 3. Availability
  - 4. Examination
  - 5. Inquiries/Addenda
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- C. Site Assessment
  - 1. Site Examination
  - 2. Prebid Conference
- D. Bid Submission
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  - 3. Bid Form Requirements
  - 4. Bid Form Signature
- F. Offer Acceptance/Rejection
  - 1. Duration of Offer
  - 2. Acceptance of Offer

## 1.02 RELATED DOCUMENTS

- A. Document 00-4100 Bid Forms.
- B. Document 00-7300 Supplementary Conditions:
  - 1. Contract Time identification.
  - 2. Bond types and values.

## **INVITATION**

#### 2.01 BID SUBMISSION

A. Bids signed and under seal, executed, and dated will be received in the office of Wagner Murray Architects at 601 South Cedar Street, Studio 101, Charlotte, North Carolina 28202 before 1 p.m. local standard time on the 26<sup>th</sup> day of November 2014. Bidders are to provide 6 hard copy bids and two copies of the identical information on two separate flash dives all of

- which are to be hand delivered or received by Federal Express, no emailed bids will be accepted.
- B. Offers will be opened privately immediately after the time for receipt of bids.
- C. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

#### 2.02 INTENT

A. The intent of this Bid request is to obtain an offer to perform work to complete the Raymond James Stadium 2015 Renovations at Raymond James Stadium, Tampa Florida for a Stipulated Sum contract, in accordance with the Contract Documents.

## 2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

A. Work of this proposed Contract comprises the demolition and renovation of the existing Stadium Facility as indicated on the Drawings and specified in the Project Manual.

### 2.04 CONTRACT TIME

A. Identify Contract Times in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

## BID DOCUMENTS AND CONTRACT DOCUMENTS

## 3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form and Bid securities identified.
- B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

## 3.02 CONTRACT DOCUMENTS IDENTIFICATION

A. The Contract Documents are identified as Project Number TAM44, as prepared by the Architect who is located at 601 South Cedar Street, Studio 101, Charlotte, North Carolina 28202, and with contents as identified in the Project Manual.

#### 3.03 AVAILABILITY

- A. Bid documents may be obtained at the office of the Architect, Wagner Murray Architects, P.A., 601 South Cedar Street, Studio 101, Charlotte, North Carolina 28201. Documents will be distributed to invited bidders only on a flash drive at no cost to the Contractor.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

## 3.04 EXAMINATION

- A. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- B. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

## 3.05 INQUIRIES/ADDENDA

- A. Direct questions and Requests for Information shall be in writing and sent to Michael Murray via e-mail <a href="mmurray@wagnermurray.com">mmurray@wagnermurray.com</a>
- B. Addenda will be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount. Addenda will be issued in accordance with the following schedule:

Addendum #1- October 29, 2014

Addendum #2- November 12, 2014

Addendum #3- November 19, 2014

- C. Verbal answers are not binding on any party.
- D. Clarifications and final Prebid Requests for Information must be submitted no later than close of business on November 17, 2014. The reply will be in the form of an Addendum, a copy of which will be forwarded to know recipients.

#### SITE ASSESSMENT

## 4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. After the Pre Bid Conference, if further site examination is desired, contact Mr. Gene Kosarzycki, Project Site Representative (813) 767-6230 for an appointment to view the project area.

#### 4.02 PREBID CONFERENCE

- A. A Bidders conference is scheduled for 9:00 a.m. on the 15<sup>th</sup> day of October 2014 in the East Club at Raymond James Stadium, Tampa, Florida. Bidders are asked to assemble in the East Atrium at 8:45 a.m.
- B. All general contract and subcontract bidders are invited.
- C. Representatives of the Architect, Engineers, Consultants and the Owner will be in attendance.
- D. Summarized minutes of this meeting will not be circulated to attendees. Any changes to the Contract Documents will be in the form of an Addendum.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

## BID SUBMISSION

## 501 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.

## 502 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements will, at the discretion of Owner, invalidate the bid.

## **BID ENCLOSURES/REQUIREMENTS**

## 6.01 CONSTRUCTION PROGRESS SCHEDULE

A. The Contractor shall include a progress schedule with the Bid Form in accordance with the requirements of Section 01-3200 - Construction Progress Documentation. The schedule should include notations for any night and/or weekend work.

#### 6.02 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
  - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. After a bid has been accepted, all securities will be returned to the respective bidders and other requested enclosures.
- F. If no contract is awarded, all security deposits will be returned.

## 6.03 PERFORMANCE ASSURANCE

A. Accepted Bidder: Provide a Performance and Payment bond as described in the Supplementary Conditions.

## 6.04 BID FORM REQUIREMENTS

A. Complete all requested information in the Bid Form..

## 6.06 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
  - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

#### OFFER ACCEPTANCE/REJECTION

#### 7.01 DURATION OF OFFER

A. Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the bid closing date.

## 7.02 ACCEPTANCE OF OFFER

A. Owner reserves the right to accept or reject any or all offers.

B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Notice To Proceed.

## END OF INSTRUCTIONS TO BIDDERS

## **SUMMARY**

### PART 1 - GENERAL

## 1.01 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Type of the Contract.
  - 3. Work phases.
  - 4. Work under other contracts.
  - 5. Use of premises.
  - 6. Owner's occupancy requirements.
  - 7. Work restrictions.
  - 8. Specification formats and conventions.

## 1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Raymond James Stadium 2015 Renovations.
  - 1. Project Location: Tampa, Florida.
- B. Owner: Buccaneers Stadium Company.
- C. Architect: Wagner Murray Architects, P.A. 601 South Cedar Street, Studio 101, Charlotte, North Carolina 28202.
- D. The Work for the Raymond James Stadium 2015 Renovations consists of the demolition and renovation of the following areas:
  - 1. Bid Package 1A West Atrium and Club:
    - a. West Atrium Beer Hall.
    - b. West Atrium Team Store.
    - c. West Club Renovation.
  - Bid Package 1B East Atrium and Club:
    - a. East Atrium Beer Hall.
    - b. East Club Renovation.
  - 3. Bid Package 2 Suites:
    - a. Man Cave Suites.
    - b. Super Suites A & B.
    - c. Owner's Suite.
  - 4. Bid Package 3 Video/Ribbon Board/Sound System:
    - a. Video Board & Suite Level Ribbon Board/Sound System.
    - b. Upper Bowl Closure & Upper Ribbon Board.
    - c. Corner Ad Panels.
    - d. Control Room.
  - 5. Bid Package 4 Concession and Plazas:
    - a. Upper Concourse and End Zone Concession.
    - b. South Plaza.
    - c. North Plaza.
  - 6. Bid Package 5 Mechanical Infrastructure:
    - a. Chiller Plant & Cooling Tower, etc.
    - b. Natural Gas Line.

- 7. Bid Package 6 Electrical Infrastructure:
  - a. Electrical Infrastructure.
- 8. Bid Package 7 New Home Team Locker Room:
  - a. New Home Team Locker Room.
- Bid Package 8 Visiting Team Locker Room:
  - a. Visiting Team Locker Room.
- 10. Bid Package 9 Main Concourse Slab Extension/Patios:
  - a. Main Concourse Slab Extension.
  - b. Atrium Patios (Under slabs & front of atrium).
- 11. Bid Package 10 West Club Seating:
  - a. West Club Seating.
- 12. Bid Package 11 Sponsor Terraces:
  - a. Sponsor Terraces.
- 13. Bid Package 12 Conference Rooms:
  - a. Conference Rooms.
- 14. Bid Package 13 Graphics and Way Finding:
  - a. Graphics and Way Finding.
- 15. Bid Package 14 Practice Facility:
  - a. Practice Facility.
- 16. Bid Package 15 Main Concourse 2015 Upfit:
  - a. Main Concourse.

## 1.03 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract.

#### 1.04 WORK PHASES

- A. Contractor will provide work phases for each of the 15 bid packages. The work phase plan shall include the work period from January 2015 to July 2017.
- B. Before commencing Work of each phase, submit a schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel for all phases of the Work.

## 1.05 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: Owner will award contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract. Contractor will be responsible for coordinating the separate contract work for the following:
  - 1. Video Boards.
  - 2. Kitchen Equipment.
  - Ribbon Board.
  - 4. Televisions.
  - 5. Fixed Seating.

## 1.06 USE OF PREMISES

A. General: Contractor shall have use of premises for construction operations as indicated on Drawings.

- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for Owner occupancy of Project site.
  - Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

## 1.07 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy existing buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
  - Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of the buildings, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
  - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
  - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
  - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.
  - The Owner's TSA offices, located in the Stadium, will remain occupied and operational during the entire construction period.

#### 1.08 WORK RESTRICTIONS

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than three days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's written permission.

## 1.09 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat 2012" numbering system.

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - Abbreviated Language: Language used in the Specifications and other Contract
    Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words
    implied, but not stated, shall be inferred as the sense requires. Singular words shall be
    interpreted as plural, and plural words shall be interpreted as singular where applicable as
    the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

### **ALLOWANCES**

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - Lump-sum allowances.
  - Quantity allowances.
- C. Related Sections include the following:
  - Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.

## 1.02 SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

## 1.03 COORDINATION

A. Coordinate allowance items with other portions of the Work.

## 1.04 LUMP-SUM AND UNIT-COST ALLOWANCES

A. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

## PART 2 - PRODUCTS (NOT USED)

## **PART 3 - EXECUTION**

## 3.01 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

## 3.02 SCHEDULE OF ALLOWANCES

- A. Section 08 71 00 Door Hardware: Include the stipulated sum of \$1,200.00 per door leaf for purchase and delivery of door hardware.
- B. Security Allowance: Include the stipulated sum of \$500.000.00 for use upon Owner's instructions for security requirements.
- C. Graphics Allowance: Include the stipulated sum of \$1,200.000.00 for use upon Owner's instructions for graphics.
- D. Concession and Slab Extension Ornamental Facades Allowance: Include the stipulated sum of \$1,400,000.00 for use upon Owner's instructions.

- E. Existing Cable Management Allowance: Include the stipulated sum of \$250,000.00 for use upon Owner's instructions for existing cable management.
- F. Existing Suite Window Repair Allowance: Include the stipulated sum of \$2,000.00 per suite for use upon Owner's instructions for repair of existing seals, hinges, latch and rollers where existing window system is reused.

### **ALTERNATES**

### **PART 1 - GENERAL**

#### 1.01 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

#### 1.02 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.03 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

## PART 2 - PRODUCTS (NOT USED)

## **PART 3 - EXECUTION**

## 3.01 SCHEDULE OF ALTERNATES

Alternate No. 1. Provide new fan coil units in the Man Cave Suites in lieu of relocating the existing units as indicated on the Drawings and as specified in the Project Manual.

## CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
  - 2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

## 1.02 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

## 1.03 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 14 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
  - Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.

- Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.04 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
  - Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  - No change to Contractor's indirect expense is permitted for selection of higher- or lowerpriced materials or systems of the same scope and nature as originally indicated.

## 1.05 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

## 1.06 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

#### **PAYMENT PROCEDURES**

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Allowances" for procedural requirements governing handling and processing of allowances.
  - Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

#### 1.02 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.03 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Submit draft of AIA Document G703 Continuation Sheets.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  - Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.

- 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- 8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.04 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  - 3. Submit draft application to the Architect a minimum of 7 days prior to application due date for review.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit waivers of lien on forms indicated in the Project Manual.

- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. Products list.
  - 5. Schedule of unit prices.
  - 6. Submittals Schedule (preliminary if not final).
  - 7. List of Contractor's staff assignments.
  - 8. List of Contractor's principal consultants.
  - 9. Copies of building permits.
  - Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 11. Initial progress report.
  - 12. Report of preconstruction conference.
  - 13. Certificates of insurance and insurance policies.
  - 14. Performance and payment bonds.
  - 15. Data needed to acquire Owner's insurance.
  - 16. Initial settlement survey and damage report if required.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707, "Consent of Surety to Final Payment."
  - Evidence that claims have been settled.
  - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  - 9. Final, liquidated damages settlement statement.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION (NOT USED)

## PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Administrative and supervisory personnel.
  - 2. Project meetings.
  - 3. Requests for Interpretation (RFIs).
- B. Related Sections include the following:
  - 1. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.02 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

#### 1.03 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
  - 9. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

#### 1.04 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
  - Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate required installation sequences.
    - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
  - 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
  - 3. Number of Copies: Submit two opaque copies of each submittal. Architect will return one copy.
    - Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
  - 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

## 1.05 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

## 1.06 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - Minutes: Record significant discussions and agreements achieved. Distribute the meeting
    minutes to everyone concerned, including Owner and Architect, within three days of the
    meeting.

- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  - Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - Agenda: Discuss items of significance that could affect progress, including the following:
    - Tentative construction schedule.
    - Critical work sequencing and long-lead items.
    - Designation of key personnel and their duties.
    - Procedures for processing field decisions and Change Orders.
    - Procedures for RFIs. e.
    - Procedures for testing and inspecting. f.
    - Procedures for processing Applications for Payment.
    - Distribution of the Contract Documents. h.
    - i. Submittal procedures.
    - Preparation of Record Documents. į,
    - Responsibility for temporary facilities and controls. k.
    - 1. Parking availability.
    - m. Office, work, and storage areas.
    - Equipment deliveries and priorities. n.
    - First aid. o.
    - Security, p.
    - q. Progress cleaning.
    - Working hours.
  - Minutes: Record and distribute meeting minutes. 3.
- C. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
  - Attendees: In addition to representatives of Owner and Architect, each Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - Review schedule for next period.
    - Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.

- 4) Deliveries.
- 5) Off-site fabrication.
- 6) Access.
- 7) Site utilization.
- 8) Temporary facilities and controls.
- 9) Work hours.
- 10) Hazards and risks.
- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Status of correction of deficient items.
- 14) Field observations.
- 15) RFIs.
- 16) Status of proposal requests.
- 17) Pending changes.
- 18) Status of Change Orders.
- 19) Pending claims and disputes.
- 20) Documentation of information for payment requests.
- 3. Minutes: Record the meeting minutes.
- 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
  - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- D. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
  - Attendees: In addition to representatives of Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings.
  - 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - Reporting: Contractor shall record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

## 1.07 REQUESTS FOR INTERPRETATION (RFIS)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
  - 1. Project name.
  - 2. Date.
  - Name of Contractor.
  - 4. Name of Architect.

- 5. RFI number, numbered sequentially.
- 6. Specification Section number and title and related paragraphs, as appropriate.
- 7. Drawing number and detail references, as appropriate.
- 8. Field dimensions and conditions, as appropriate.
- 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- 10. Contractor's signature.
- 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
  - Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
  - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
  - 1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
  - Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were dropped and not submitted.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

## CONSTRUCTION PROGRESS DOCUMENTATION

## PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Submittals Schedule.
  - 4. Daily construction reports.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  - 3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.

#### 1.02 SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file.
- B. Startup construction schedule.
  - Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at weekly intervals.
- G. Special Reports: Submit at time of unusual event.

## 1.03 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## **PART 2 - PRODUCTS**

## 2.01 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

## 2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- E. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

## 2.03 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

## 2.04 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## 2.05 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - Unusual events (refer to special reports).
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Field Orders received and implemented.
  - 16. Services connected and disconnected.
  - 17. Equipment or system tests and startups.
  - 18. Partial Completions and occupancies.
  - 19. Project Acceptances authorized.

## **PART 3 - EXECUTION**

## 3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.

When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

#### SUBMITTAL PROCEDURES

## PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
  - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
  - Division 01 Section "Closeout Procedures" for submitting warranties.
  - Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 8. Divisions 2 through 28 Sections for specific requirements for submittals in those Sections.

#### 1.02 DEFINITIONS

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

## 1.03 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - Coordinate transmittal of different types of submittals for related parts of the Work so
    processing will not be delayed because of need to review submittals concurrently for
    coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

- 1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
- 3. Resubmittal Review: Allow 14 days for review of each resubmittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - 1. Other necessary identification.
- E. Deviations: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
  - 2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
  - 1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.

- j. Transmittal number.
- k. Submittal and transmittal distribution record.
- l. Remarks.
- m. Signature of transmitter.
- On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked "Approved: No Exceptions" or "Approved: Revisions Noted."
- Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating " Approved: No Exceptions" or Approved Revisions Noted" taken by Architect.

## 1.04 REQUEST FOR COPIES OF DRAWINGS

- A. Electronic copies of the Architectural drawings may be provided to the contractor upon receipt of a signed release.
  - 1. Electronic drawing copies for MEP Designers of Record are subject to each consultants policy for distribution or may not be available to the Contractor.
  - 2. The documents, including those in electronic form, prepared by the Architect or the Architect's consultants are Instruments of Service through which the Work to be executed by the subcontractor is described. The Contractor nor any Subcontractor, Subsubcontractor, material or equipment supplier shall own or claim a copyright in the documents prepared by the Architect or the Architect's consultants and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. Copies, including those in electronic form, furnished to the Contractor are for use solely with respect to this Project and shall not be used on other projects or for additions to this Project outside the scope of Work. The Contractor, Subcontractor, Subsubcontractor, material or equipment supplier are authorized to use and reproduce applicable portions of the documents appropriate to and for use in the execution of their Work under the Contract Documents.
  - 3. The Contractor, Subcontractor, Sub-subcontractor, material or equipment supplier shall not submit all or portions of the Contract Documents for Shop Drawings. All Shop Drawings must be prepared specifically for this project by the appropriate Contractor, Subcontractor, Sub-subcontractor, material or equipment supplier. Documents, including those in electronic form supplied by the Architect or the Architect's consultants may only be use in the preparation of Shop Drawings as background information.
  - 4. Electronic files are not Construction Documents. Significant differences may exist between the electronic files and the Construction Documents. The Architect and the Architect's consultants disclaim and make no representations, or warranties, expressed or implied, as to the merchantability, condition, accuracy, use, fitness for a particular purpose, suitability, durability of the information or the medium in or on which the

information is furnished, of the transferred electronic information. The Architect and the Architect's consultants shall not be liable for any damages, use of the electronic files is at the sole risk of the Contractor, Subcontractor, Sub-subcontractor, material or equipment supplier. The Contractor, Subcontractor, Sub-subcontractor, material or equipment supplier, by use of electronic files, shall not be relieved of their duty to fully comply with the Contract Documents, including without limitation, the need to check, confirm and coordinate their work.

## **PART 2 - PRODUCTS**

#### 2.01 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Submit electronic submittals directly to extranet specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - I. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  - 4. Submit Product Data before or concurrent with Samples.
  - Number of Copies: Submit six copies of Product Data, unless otherwise indicated.
     Architect will return four copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.

- i. Design calculations.
- j. Compliance with specified standards.
- k. Notation of coordination requirements.
- 1. Notation of dimensions established by field measurement.
- m. Relationship to adjoining construction clearly indicated.
- n. Seal and signature of professional engineer if specified.
- o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
- 3. Number of Copies: Contractor shall submit shop drawings as follows:
  - Two hard copies and one electronic copy in PDF format to Architect.
  - Architect will retain all hard copies and return electronic copy with redlines and disposition to Contractor.
    - 1) Contractor shall provide and distribute copies of submittals to sub-contractors from returned electronic copy.
    - Contractor shall print and provide one hard copy of all approved shop drawings and submit to Owner for record purposes.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of appropriate Specification Section.
  - Disposition: Maintain sets of approved Samples at Project site, available for qualitycontrol comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  - 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.

- Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product.
  - 2. Number and name of room or space.
  - 3. Location within room or space.
  - 4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
    - a. Mark up and retain one returned copy as a Project Record Document.
- F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
  - 4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
    - Mark up and retain one returned copy as a Project Record Document.

## 2.02 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. Architect will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- M. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- N. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
  - 1. Preparation of substrates.
  - 2. Required substrate tolerances.
  - 3. Sequence of installation or erection.
  - 4. Required installation tolerances.
  - 5. Required adjustments.
  - 6. Recommendations for cleaning and protection.

- Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
  - 1. Name, address, and telephone number of factory-authorized service representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
- R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- S. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
  - 1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

#### 2.03 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### **PART 3 - EXECUTION**

#### 3.01 CONTRACTOR'S REVIEW

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

#### 3.02 ARCHITECT'S / ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

- 1. APPROVED: NO EXCEPTIONS. Fabrication and installation may proceed. Resubmittal is not required.
- 2. APPROVED: REVISIONS NOTED. Fabrication and installation may proceed, in accordance with the comments indicated. Resubmittal is not required.
- 3. NOT APPROVED: REVISE AND RESUBMIT. Correct and resubmit for additional review. Do not proceed with fabrication or installation.
- 4. NOT APPROVED. Major nonconformance with Contract Documents. Prepare new submittal for review.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

#### **END OF SECTION**

### **SECTION 01-4000**

## **QUALITY REQUIREMENTS**

#### **PART 1 - GENERAL**

#### 1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - Specific quality-assurance and -control requirements for individual construction activities
    are specified in the Sections that specify those activities. Requirements in those Sections
    may also cover production of standard products.
  - Specified tests, inspections, and related actions do not limit Contractor's other qualityassurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Divisions 2 through 28 Sections for specific test and inspection requirements.

#### 1.02 DEFINITIONS

- A. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- B. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- C. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

## 1.03 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.04 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
  - Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - Names of individuals making tests and inspections.
  - Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - Test and inspection results and an interpretation of test results.
  - Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.05 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 6. Demolish and remove mockups when directed, unless otherwise indicated.

## 1.06 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - Costs for retesting and reinspecting construction that replaces or is necessitated by work
    that failed to comply with the Contract Documents will be charged to Contractor, and the
    Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - Submit a certified written report, in duplicate, of each test, inspection, and similar qualitycontrol service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

#### 1.07 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  - 4. Submitting a final report of special tests and inspections at Project Acceptance, which includes a list of unresolved deficiencies.

- 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 6. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (NOT USED)

## **PART 3 - EXECUTION**

#### 3.01 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

#### 3.02 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

## **END OF SECTION**

### **SECTION 01-4529**

## STRUCTURAL TESTING AND INSPECTIONS

#### PART 1 - GENERAL

## 1.01 RELATED DOCUMENTS

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

## 1.02 SUMMARY

- A. Section includes requirements for quality assurance and quality control to be completed by the Testing Laboratory, Contractor, and/or the Geotechnical Engineer for the following structural items:
  - 1. Concrete Reinforcing.
  - 2. Cast-in-Place Concrete.
  - 3. Masonry.
  - 4. Structural Steel.
  - Steel Decking.
  - 6. Cold-Formed Metal Framing.

### B. Related Requirements:

1. Refer to the drawings for the Threshold Inspection Plan for requirements for additional inspections to be completed by the Threshold Inspector.

## 1.03 PRICE AND PAYMENT PROCEDURES

#### A. Unit Prices:

 Cost Proposal: The Testing Laboratory's proposal to the Owner shall contain unit price stipulations for specified tests and inspections and on an hourly basis for personnel. A total estimated price shall also be submitted.

## B. Measurement and Payment

- 1. Payment of the Testing Laboratory: The Owner will pay for the initial Laboratory services for inspection and testing of materials for compliance with the requirements of the Contract Documents.
- Payment for Substitution Testing: The Contractor shall arrange for and pay for any
  additional samples and tests above those required by the Contract Documents as requested
  by the Contractor for his convenience in performing the work.
- Payment for Retesting: When initial tests indicate work does not comply with the
  requirements of the Contract Documents, the Contractor shall be liable to the Owner for
  the cost for any additional inspections, sampling, testing, and retesting done by the Testing
  Laboratory.
- 4. Payment by Contractor: The Contractor shall furnish and pay for the following items if required:
  - a. Samples of concrete aggregates and delivery to the Contractor's Testing Laboratory.
  - b. Concrete mix designs as prepared by his concrete supplier.
  - c. Site-situated storage boxes for concrete cylinders
  - d. Concrete coring, tests of below strength concrete, and load tests, if ordered by the Owner, Architect, or Engineer.
  - e. Certification of reinforcing steel mill order.
  - f. Certification of structural steel mill order.
  - g. Certification of portland cement, lime, fly ash.

- h. Certification of welders and preparation of Welding Procedure Specifications.
- i. Any other tests when such costs are required by the Contract Documents to be paid by the Contractor.
- 5. Payment for Tests of Suspected Deficient Work: If, in the opinion of the Building Official, Owner, Architect, or Engineer, any of the work of the Contractor is not satisfactory, the Contractor shall furnish and pay for all tests that the Owner, Architect, or Engineer deem advisable to determine its proper construction. The Owner shall pay all costs if the tests prove the questioned work to be satisfactory.

## 1.04 OWNER RESPONSIBILITIES

- A. Threshold Inspection: The Owner shall engage a separate agency to serve as a Threshold Inspector to provide Threshold Inspection services for the items outlined in the Threshold Inspection Plan. The scope of these services is not included in this section and is to be provided separately as outlined in the Threshold Inspection Plan. These inspections are mandatory for conformance to the legal requirements of the Florida Building Code and shall be in addition to the inspections and tests otherwise defined in this specification.
- B. The Owner shall engage a Geotechnical Engineer to provide inspection services for the foundations as outlined below in Article 3.7.
- C. The Owner shall provide a copy of the project plans and specifications to the Testing Laboratory prior to the start of construction and prior to any preinstallation meetings.

## 1.05 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall not engage the same Testing Laboratory for construction services as the Owner has for Structural Testing Laboratory Services as defined herein unless agreed to by the Owner.
- B. Furnishing Samples and Certificates: The Contractor shall provide to the laboratory certificates and representative samples of materials proposed for use in the work in quantities sufficient for accurate testing as specified.
- C. Furnishing Casual Labor, Equipment and Facilities: The Contractor shall furnish casual labor, equipment, and facilities as required for sampling and testing by the laboratory and otherwise facilitate the required inspections and tests.

## 1.06 TESTING LABORATORY RESPONSIBILITIES

- A. The Testing Laboratory shall sample and test materials as they are being installed for compliance with specified acceptance criteria. The Testing Laboratory will report and interpret the test results. The Laboratory shall monitor and report on the installation of construction work and shall perform tests on the completed construction as required to indicate Contractor's compliance with the various material specifications governing this work.
- B. The Testing Laboratory shall provide inspections on the following items:
  - 1. Welding of reinforcing steel.
  - 2. Inspection of structural steel, bolting, and welding material.
  - 3. Welding of structural steel.
  - 4. High-strength bolting.
  - 5. Pile foundations,
- C. Inspections Required by Government Agencies: The Testing Laboratory shall perform inspections and submit reports and certifications as required by government agencies having jurisdiction over the aspects of the project covered by this specification.

- D. Notification of Deficiencies in the Work: The Testing Laboratory shall notify the Architect, Engineer, and Contractor within 24 hours of discovery of observed irregularities and deficiencies of the Work and other conditions not in compliance with the requirements of the Contract Documents. Notification shall be by telephone or e-mail and then in writing.
- E. Accounting: The Testing Laboratory shall be responsible for separating and billing costs attributed to the Owner and costs attributed to the Contractor.
- F. Monitoring Product and Material Certifications: The Testing Laboratory shall be responsible for monitoring the submittals of product and material certifications from manufacturers and suppliers as specified in the Specifications and shall report to the Owner, Architect, and Engineer when those submittals are not made in a timely manner.
- G. Limitations of Authority: The Testing Laboratory is not authorized to revoke, alter, relax, enlarge upon, or release any requirements of the Specifications or to approve or accept any portion of the work or to perform any duties of the General Contractor and his Subcontractors.

## 1.07 ADMINISTRATIVE REQUIREMENTS

#### A. Coordination:

- 1. The Testing Laboratory shall cooperate with the Architect, Engineer, and Contractor and provide qualified personnel promptly on notice.
- 2. The Contractor shall cooperate with Testing Laboratory personnel and provide access to the work and to manufacturers' operations.
- 3. Notification of Source Change: The Contractor shall be responsible for notifying the Owner, Architect, Engineer, and Testing Laboratory when the source of any material is changed after the original tests or inspections have been made.
- B. Preinstallation Meetings: The Testing Laboratory shall attend preinstallation meetings with the Architect, Engineer, Contractor, and material suppliers as required to coordinate materials inspection and testing requirements with the planned construction schedule and shall participate in such meetings throughout the course of the project.

## C. Scheduling:

 Advance Notice: The Contractor shall be responsible for notifying the Testing Laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests. Failure to sufficiently notify may result in additional costs incurred by the Testing Laboratory that may be back-charged to the Contractor by the Owner.

#### 1.08 SUBMITTALS

## A. Quality Control Reports:

- Information on Reports: The Testing Laboratory shall submit copies of reports of inspections and tests promptly. The reports shall contain at least the following information:
  - a. Project name.
  - b. Date report issued.
  - c. Testing Laboratory name and address.
  - d. Name and signature of inspector/technician.
  - e. Date of inspection and/or sampling.
  - f. Date of test.
  - g. Identification of product and Specification section.
  - h. Location in the project.
  - i. Identification of inspection or test.
  - j. Record of weather conditions and temperature (if applicable).
  - k. Results of test regarding compliance with Contract Documents.

- 2. Copies: The Laboratory shall send signed copies of test and inspection reports to the following parties:
  - Two copies to the Owner or his/her representative.
  - b. Two copies to the General Contractor.
  - c. One copy to the Architect.
  - d. One copy to the Engineer of Record.
  - e. One copy to the Threshold Inspector.
- B. Discrepancy Log: The Testing Laboratory shall create and maintain a log of all discrepancies throughout the duration of the project.
  - 1. Information on Log: This log shall include, but is not limited to:
    - a. Discrepancy date.
    - b. Description of discrepancy.
    - c. Drawing and/or detail reference.
    - d. Description of as-built condition.
    - e. Description of any remedial work performed.
    - f. Status of discrepancy.
  - Submission Schedule: This log shall be submitted to the Architect/Engineer on a periodic basis for review and comment. Upon completion of the Project, this log shall be submitted in its entirety as an attachment to the final signed report described below under Certifications.
- C. Certification: Upon completion of the job, the Laboratory shall furnish to the Owner, Architect, and Engineer of Record, a statement signed by a licensed professional engineer that, to the best of their knowledge, required tests and inspections were made in accordance with the requirements of the Contract Documents.

#### 1.09 QUALITY ASSURANCE

- A. Qualifications of Testing Laboratory:
  - The Testing Laboratory shall meet the basic requirements of ASTM E 329 and shall submit to the Owner, Architect, and Engineer evidence of current accreditation from the American Association for Laboratory Accreditation, the AASHTO Accreditation Program or the "NIST" National Voluntary Laboratory Accreditation Program.
  - 2. The Testing Laboratory shall be an Approved Agency by the Building Official to perform Special Inspections and other tests and inspections as outlined in the applicable building code.
  - Tests and inspections shall be conducted in accordance with specified requirements, and if
    not specified, in accordance with the applicable standards of the American Society for
    Testing and Materials or other recognized and accepted authorities in the field.
  - 4. Qualifications of Welding Inspectors
    - a. Inspectors performing visual weld inspection shall meet the requirements of AWS D1.1 Section 6.1.4. Inspectors shall have current certification as an AWS Certified Welding Inspector (CWI). Assistant inspectors, if any, shall be supervised by an Inspector and shall be qualified by training and experience to perform the specific functions to which they are assigned.
    - b. Inspectors performing nondestructive examinations of welds other than visual inspection (MT, PT, UT, and RT) shall meet the requirements of AWS D1.1, Section 6.14.6.
- B. The Contractor shall not engage the same testing laboratory for construction services as the Owner has for quality assurance testing, unless agreed to by the Owner.

## PART 2 - PRODUCTS (NOT USED)

#### **PART 3 - EXECUTION**

## 3.01 SCOPE OF WORK

A. The work to be performed by the Testing Laboratory shall be as specified in this Section of the Specification and as determined in meetings with the Owner, Architect, and Engineer.

#### 3.02 CONCRETE REINFORCING

- A. Quality Assurance:
  - 1. Review the Welding Procedure Specification (WPS) submitted by the contractor for any reinforcing steel other than ASTM A 706 that is proposed to be welded for consistency with acceptable welding practices and AWS.
  - 2. Review welder qualifications by certification or verify by retesting. Obtain welder certificates.

## 3.03 CAST-IN-PLACE CONCRETE

- A. Quality Assurance:
  - 1. Concrete Mix Designs: The Testing Laboratory shall review the submitted mix designs for conformance to the specifications and for suitability for use in the project.
  - 2. Preinstallation Meetings: The Testing Laboratory shall attend the preinstallation meetings as noted in Specification 03-3000 "Cast-in-Place Concrete."
- B. Field Testing: The following tests shall be completed by the Testing Laboratory:
  - During Concrete Placement:
    - a. Record the amount of water added and note if it exceeds the amount allowed to be added shown in the approved mix design.
    - b. Mold concrete test cylinders as specified below in Paragraph 3.a.
    - c. Perform tests to determine slump, concrete temperature, unit weight, and air entrainment as specified below.
    - d. Record information for concrete test reports as specified below.
    - e. Pick up and transport to Laboratory cylinders cast the previous day.
  - 2. After Concrete Placement:
    - a. In-situ Concrete Strength Verification for Form Stripping: The Testing Laboratory shall perform the tests necessary to determine the concrete strength prior to form stripping:
      - If concrete strength for form stripping is to be determined using field-cured cylinders, the cylinder shall be broken at the time of form removal as directed by the Contractor.
      - 2) If concrete strength for form stripping is to be determined using the Maturity Method, the Testing Laboratory shall verify that the requirements of ASTM C 1074 are being followed and that the proper criteria for determining concrete strength by this method has been established and is being followed.
    - b. Investigation of Low Strength Concrete Test Results:
      - Cost of Investigations for Low Strength Concrete: The Contractor shall reimburse the Owner for the costs of investigations of low strength concrete, as defined in Part I above.
      - Scope of Investigations: See Specification Section 03-3000 "Cast-In-Place Concrete" for the investigations that may be required by the Engineer. The Testing Laboratory will conduct these investigations if required.
    - c. Post-Installed Anchors in Concrete:

- 1) Verify maximum anchor tightening torque for all applicable post-installed anchors.
- Provide pull tests on individual anchors as specified in the ICC Evaluation Services Report, on the drawings, or as directed by the Engineer-of-Record.
- d. Floor Flatness and Levelness Measuring: Perform tests as defined below.
- e. Testing of Concrete Floor Slabs for Acceptability to Receive an Adhesive-Applied, Low-Permeable Floor Covering: Perform tests as defined below.
- f. Testing of Non-Shrink Grout for Base Plates, Bearing Plates, and Precast Wall Panels:
  - Compressive Strength Tests: Compressive strength of grout shall be determined
    by testing grout cubes according to the requirements of ASTM C 109 Modified. Test one set of three cubes at one day, and one set of three cubes at 28
    days.
  - 2) Frequency of Testing: One set of cubes (6 cubes) shall be made for every ten base plates and bearing plates or fraction thereof but not less than one set for each day's operation. One set of cubes shall be made for each day's operation of grouting wall panels.
- 3. Standards for Concrete Tests:
  - a. Concrete Test Cylinders: Mold and test concrete cylinders as described below:
    - 1) Cylinder Molding and Testing: Cylinders for strength tests shall be molded and Laboratory cured in accordance with ASTM C 31 and tested in accordance with ASTM C 39. Cylinders may be either 6" in diameter by 12" or 4" in diameter by 8", however, the diameter of the cylinder shall be at least three times the nominal maximum size of the coarse aggregate in the mix tested. All of the cylinders for each class of concrete shall be of the same dimension for all sets of that class.
    - 2) Field Samples: Field samples for strength tests shall be taken in accordance with ASTM C 172 at the point of placement.
    - Quantity of Cylinders: Each set of test cylinders shall consist of a minimum of four standard test cylinders. If concrete strength for form stripping is to be determined using field-cured cylinders, one additional cylinder per set will be required for formed slab floors for the purpose of evaluating the concrete strength at the time of form stripping. This cylinder shall be stored on the floor where form removal is to occur under the same exposure conditions as the floor concrete. The cylinder shall be cured under field conditions in accordance with ASTM C 31. Field-cured test cylinders shall be molded at the same time and from the same samples as laboratory-cured test specimens. The Contractor shall reimburse the Owner for the cost of making and testing these cylinders.
    - 4) Frequency of Testing: A set of test cylinders shall be made according to the following minimum frequency guidelines:
      - (a) One set for each class of concrete taken not less than
      - (b) Spread Footings: One set for each 50 cubic yards or fraction thereof.
      - (c) Floors: One set for each 150 cubic yards or fraction thereof but not less than one set for each 5,000 square foot of floor area.
      - (d) Columns: One set for each 50 cubic yards or fraction thereof with a minimum of two sets per floor.
      - (e) All Other Concrete: A minimum of one set for each 150 cubic yards or fraction thereof but not less than one set for each 5,000 square foot of area for walls.

- (f) No more than one set of cylinders at a time shall be made from any single truck.
- (g) If the total volume of concrete is such that the frequency of testing as specified above would provide less than five strength tests for a given class of concrete, tests shall be made from at least five randomly selected batches or from each batch if fewer than five batches are used.
- (h) The above frequencies assume that one batch plant will be used for each pour. If more than one batch plant is used, the frequencies cited above shall apply for each plant used.
- 5) The cylinders shall be numbered, dated, and the point of concrete placement in the building recorded.
- 6) For concrete specified on the drawings to reach the required strength at 28 days, break one cylinder of the set at seven days, two 6" by 12" cylinders or three 4" by 8" cylinders at 28 days, and keep one in reserve for testing at the Engineer's direction.
- 7) For concrete specified on the drawings to reach the required strength at 56 days, break one cylinder of the set at seven days, one cylinder at 28 days, two 6" by 12" cylinders or three 4" by 8" cylinders at 56 days, and one kept in reserve for testing at the Engineer's direction.
- 8) For concrete specified on the drawings to reach the required strength at 90 days, break one cylinder of the set at seven days, one cylinder at 28 days, one cylinder at 56 days, two 6" by 12" cylinders or three 4" by 8" cylinders at 90 days, and one kept in reserve for testing at the Engineer's direction.
- 9) Cylinder Storage Box: The Contractor shall be responsible for providing a protected concrete cylinder wooden storage box at a point on the job site mutually agreeable with the Testing Laboratory for the purpose of storing concrete cylinders until they are transported to the Laboratory. The box shall be constructed and equipped to maintain the environment specified for initial curing in ASTM C 31.
- 10) Transporting Cylinders: The Testing Laboratory shall be responsible for transporting the cylinders to the Laboratory in a protected environment such that no damage or ill effect will occur to the concrete cylinders including loss of moisture, freezing temperatures or jarring.
- 11) Information on Concrete Test Reports: The Testing Laboratory shall make and distribute concrete test reports after each job cylinder is broken. Such reports shall contain the following information:
  - (a) Truck number and ticket number.
  - (b) Concrete Batch Plant.
  - (c) Mix design number.
  - (d) Accurate location of pour in the structure.
  - (e) Strength requirement.
  - (f) Date cylinders made and broken.
  - (g) Technician making cylinders.
  - (h) Concrete temperature at placing.
  - (i) Air temperature at point of placement in the structure.
  - (j) Amount of water added to the truck at the batch plant and at the site and whether or not it exceeds the amount allowed by the mix design.
  - (k) Slump.
  - (1) Unit weight.
  - (m) Air content.

- (n) Cylinder compressive strengths with type of failure if concrete does not meet Specification requirements. Seven day breaks are to be flagged if they are less than 60% of the required 28 day strength. 28 day breaks are to be brought to the attention of the Architect and Engineer in writing if either cylinder fails to meet specification requirements.
- b. Slump Tests: Slump Tests (ASTM C 143) shall be completed at the beginning of concrete placement for each batch plant and for each set of test cylinders made. The slump test shall be made from concrete taken from the end of the concrete truck chute. The concrete shall be considered acceptable if the slump is within the slump tolerance noted on the mix design submittal form for that class of concrete.
- c. Air Entrainment: Air entrainment tests (ASTM C 231 or C 173, C 173 only for lightweight concrete) shall be made at the same time slump tests are made as cited above. Samples for air entrainment tests shall be taken at the point of placement.
- d. Concrete Temperature: Concrete temperature at placement shall be measured (ASTM C 1064) at the same time slump tests are made as cited above.
- e. Unit Weight Test: ASTM C 138.
- f. Floor Flatness and Levelness Measuring:
  - 1) The Testing Laboratory shall measure the floor for flatness and levelness according to ASTM E 1155.
  - 2) Measurement of the finished concrete surface profile for any test section shall be made when requested by the Representative at his option. Notwithstanding, measurements shall be made within 24 hours after completion of finishing operations. For structural elevated floors measurement shall also be made prior to removal of forms and shores. The Contractor shall be notified immediately after the measurements of any section are complete and a written report of the floor measurement results shall be submitted within 72 hours after finishing operations are complete.
  - The concrete surface profile shall be measured using equipment manufactured for the purpose such as a Dipstick Floor Profiler as manufactured by the Edward W. Face Company in Norfolk, Virginia, F-Meters manufactured by Allen Face & Company in Norfolk, Virginia, optical, or laser means or other method specified in ASTM E 1155.
  - 4) Each floor test section and the overall floor area shall conform to the two-tiered measurement standard as specified herein.
    - (a) Minimum Local Value (MLV). The minimum local FF/FL values represent the absolute minimum surface profile that will be acceptable in any one floor test section.
    - (b) Specified Overall Value (SOV). The specified overall FF/FL values represent the minimum values acceptable for all combined floor test sections representing the overall floor.
  - 5) For purposes of this specification a floor test section is defined as the smaller of the following areas:
    - (a) The area bounded by column and/or wall lines.
    - (b) The area bounded by construction and/or control joint lines.
    - (c) Any combination of column lines and/or control joint lines.
    - (d) Test sample measurement lines within each test section shall be multidirectional along two orthogonal lines as defined by ASTM E 1155.
    - (e) The precise layout of each test section shall be determined by the Testing Laboratory and shall be submitted for Architect/Engineer review and approval.

- g. Testing of Concrete Floor Slabs for Acceptability to Receive an Adhesive-Applied, Low-Permeable Floor Covering:
  - The following tests shall be performed by the Testing Laboratory as a part of quality assurance testing to insure that the proper moisture condition and alkalinity of the substrate has been achieved prior to installing adhesive-applied, low-permeability floor coverings such as vinyl composition tile (VCT), linoleum, sheet vinyl, vinyl-backed carpet, rubber, athletic flooring, synthetic turf, wood, acrylic terrazzo, thin-set tile, epoxy overlays and adhesives, waterproofing, et.al.
  - 2) Moisture Vapor Emission Rate: Perform testing according to ASTM F 1869 to determine if the moisture emission rate from the floor is below the flooring manufacturer's maximum recommended value but not greater than five pounds per 1,000 square feet per 24 hours.
  - 3) Relative Humidity Determination Test: As an alternate to the Moisture Vapor Emission Rate Test, and if agreed to by the Contractor, Architect and Owner, perform testing according to ASTM F 2170 to determine if the relative humidity of the concrete slab is below the flooring manufacturer's maximum recommended value but not greater than 75%.
  - 4) Alkalinity Testing: Perform testing in accordance with ASTM F 710, Paragraph 5.3, to determine if the pH level of the concrete slab surface is below the flooring manufacturer's maximum recommended value but not greater than 10. Perform one test per 1,000 square feet with a minimum of three tests within the total area being tested.
- 4. Evaluation and Acceptance of Concrete:
  - a. Strength Test: A strength test shall be defined as the average strength of two six inch cylinder breaks or three four inch cylinder breaks from each set of cylinders tested at the time indicated above.
  - b. Quality Control Charts and Logs: The Testing Laboratory shall keep the following quality control logs and charts for each class of concrete containing more than 2,000 cubic yards. The records shall be kept for each batch plant and submitted on a weekly basis with cylinder test reports:
    - 1) Number of strength tests made to date.
    - 2) Strength test results containing the average of all strength tests to date, the high test result, the low test result, the standard deviation, and the coefficient of variation.
    - 3) Number of tests under specified strength.
    - 4) A histogram plotting the number of strength test cylinders versus compressive strength.
    - 5) Quality control chart plotting compressive strength test results for each test.
    - 6) Quality control chart plotting moving average for strength where each point plotted is the average strength of three previous test results.
    - 7) Quality control chart plotting moving average for range where each point plotted is the average of 10 previous ranges.
  - c. Acceptance Criteria: The strength level of an individual class of concrete shall be considered satisfactory if both of the following requirements are met:
    - 1) The average of all sets of three consecutive strength tests equal or exceed the required fc.
    - 2) No individual strength test falls below the required fc by more than the greater of 10% of fc or 500 PSI.

- d. If either of the above Acceptance Criteria requirements is not met, the Testing Laboratory shall immediately notify the Engineer by telephone. Steps shall immediately be taken to increase the average of subsequent strength tests.
- C. Causes for Rejection of Concrete: The Contractor shall reject concrete delivered to the site for any of the following reasons:
  - 1. Wrong class of concrete (incorrect mix design number).
  - 2. Environmental Conditions: Environmental condition limits shall be as follows unless appropriate provisions in concreting practices have been made for cold or hot weather:
    - a. Cold Weather: Air temperature must be 40°F and rising or the average daily temperature cannot have been lower than 40°F for 3 consecutive days unless the temperature rose above 50°F for at least one-half of any of those 24 hour periods.
    - b. Hot Weather: Environmental conditions must be such that cause an evaporation rate from the concrete surface of 0.2 lb./sq. ft./hr. or less as determined by Figure 2.1.5 in ACI 305R-91.
    - c. Concrete may be placed at other environmental condition ranges only with approval of the job inspector for the Testing Laboratory or other duly appointed representative.
  - 3. Concrete with temperatures exceeding 95°F shall not be placed in the structure.
  - 4. Air contents outside the limits specified in the mix designs.
  - 5. Slumps outside the limits specified.
  - 6. Excessive Age: Concrete shall be discharged within 90 minutes of plant departure or before it begins to set if sooner than 90 minutes unless approved by the Laboratory job inspector or other duly appointed representative.
- D. Concrete Batch Trip Tickets: Concrete batch trip tickets shall be collected and retained by the Contractor. Compressive strength, slump, air, and temperature tests shall be identified by reference to a particular trip ticket. Tickets shall contain the information specified in ASTM C 94. Each ticket shall also show the amount of water that may be added in the field for the entire batch that will not exceed the specified water cement ratio for the design mix. The Contractor and Testing Laboratory shall immediately notify the Architect/Engineer and each other of tickets not meeting the criteria specified.

### 3.04 MASONRY

- A. Quality Assurance:
  - Concrete Masonry Unit: For each type of concrete masonry unit indicated, verify compliance with ASTM C 90 and the strength required by design. Verification may be by reviewing certification from unit producer showing compliance.
  - Review field welder qualifications by certification or verify by retesting. Obtain welder certificates.
- B. Field Testing:
  - 1. Masonry Strength Testing:
    - a. Verification Testing Frequency: Verification of masonry strength (f'm) will be performed at the beginning of masonry construction.
    - b. Mortar:
      - 1) As construction begins, verify the proportions of the site-prepared mortar mix comply with the requirements of ASTM C 270 for the type specified.
      - Verify the proportions of materials in premixed or preblended mortar comply with the requirements of ASTM C 270 for the type specified as delivered to the site.

#### c. Grout:

- 1) Prior to grouting, verify the proportions of site-prepared grout mix comply with the requirements of ASTM C 476 for each type of grout used.
- 2) Verify the proportions of materials in premixed or preblended grout comply with the requirements of ASTM C 476 as delivered to the site.
- 3) For grout pre-mixed at a batch plant or otherwise not prepared on site, grout shall be sampled and tested in accordance with ASTM C 1019. Prepare one set of grout samples for testing at seven days and two sets for testing at 28 days.
- d. For each type of wall construction indicated for testing, test representative masonry prisms by methods of sampling and testing of ASTM C 1314, and as follows:
  - 1) Prepare one set of prisms for testing at 7 days and one set for testing at 28 days.
  - 2) For concrete masonry prisms adhere to requirements as specified under preconstruction testing. Build prisms on job using same materials and methods as for wall construction. Store prisms in air at temperature not less than 65°F in a facility supplied by the contractor where they will be undisturbed for seven (7) days. After seven (7) days, transport to laboratory in a manner which will not disturb mortar bond.
  - 3) Cap each prism with suitable material to provide bearing surfaces on each end.
    - (a) Plane within 0.003 inch.
    - (b) Approximately perpendicular to the axis of the prism.
  - 4) The preparation of prisms shall be observed by the testing agency that will test the prisms.
- e. Report test results in writing and in form specified under each test method, to Architect and Contractor, on same day tests are made.
- f. Retests: Where prism tests indicate non-compliance with specified requirements, additional testing shall be performed at the frequency of two additional tests for each unsatisfactory test. The cost of such additional testing shall be the responsibility of the Contractor. Where retesting fails to indicate conformance with specified requirements, any masonry construction represented by unsatisfactory tests shall be removed and replaced with acceptable masonry construction.
- 2. Testing of Non-Shrink Grout for Base Plates and Bearing Plates:
  - a. Compressive Strength Tests: Compressive strength of grout shall be determined by testing grout cubes according to the requirements of ASTM C 109 Modified. Test one set of three cubes at one day, and one set of three cubes at 28 days.
  - b. Frequency of Testing: One set of cubes (6 cubes) shall be made for every ten base plates and bearing plates or fraction thereof but not less than one set for each day's operation. One set of cubes shall be made for each day's operation of grouting wall panels.

### C. Field Inspection:

- 1. Anchors:
  - a. Verify maximum anchor tightening torque for all post-installed anchors.
  - Provide pull tests on individual anchors as specified on the drawings or as directed by the Engineer-of-Record.
- 2. Welding of Reinforcing Bars: Observe the welding of reinforcing bars.

#### 3.05 STRUCTURAL STEEL

- A. Scope of Work:
  - 1. Contract Obligations:
    - a. Owner Responsibility: The Owner shall pay for initial shop and field inspections and tests as required during the fabrication and erection of the structural steel.

- b. Testing Laboratory Responsibility: The inspection by the Testing Laboratory of the Fabricator's work shall be in sequence, timely, and performed in such a manner so that corrections can be made without delaying the progress of the work. Inspections shall be performed by qualified technicians with a minimum of two years of experience in structural steel testing and inspection. Refer to Paragraph 1.9A.4 for special requirements for welding inspectors. The Testing Laboratory shall provide test reports of inspections. All test reports shall indicate types and locations of defects found during inspection, the measures required and performed to correct such defects, statements of final approval of welding and bolting of shop and field connections, and other fabrication and erection data pertinent to the safe and proper welding and bolting of shop and field connections. Weld inspection reports shall be signed by an inspector with current certification as an AWS Certified Welding Inspector (CWI). In addition to the parties listed in this Specification the Fabricator and Erector shall receive copies of the test reports.
- c. Rejection of Material or Workmanship: The Owner, Architect, Engineer, and Testing Laboratory reserve the right to reject any material or workmanship not in conformance with the Contract Documents at any time during the progress of the work. However, this provision does not allow waiving the obligation for timely, in sequence inspections.

#### B. Quality Assurance:

- 1. Verify the fabrication shop's certification from AISC.
- Verify that the fabricator's fabrication and quality control procedures provide a sound basis for inspection control of workmanship and of the ability to conform to construction documents and industry standards. Review the procedures for completeness and adequacy relative to code requirements for the fabricator's finished product.
- 3. Review field welder qualifications by certification or verify by retesting. Obtain welder certificates.
- C. Source Testing: The Testing Laboratory shall provide the following tests at the designated fabrication shops:
  - Test welds completed in the shop according to Paragraph H "Weld Testing" below.
  - 2. Test bolted connections completed in the shop according to Paragraph I "High-Strength Bolt Testing."
- D. Source Inspection: The Testing Laboratory shall provide the following inspections at the designated fabrication shops:
  - 1. An initial shop inspection prior to the start of any fabricating work shall be made to accomplish the following:
    - a. Perform tasks outlined in Paragraphs G.1, G.2 and G.3 of welding inspection duties described below in Paragraph G "Weld Inspection and Process Monitoring" when shop welding is to be performed.
    - b. Perform tasks outlined in paragraph J.1 of bolt inspection duties described below in Paragraph I "High-Strength Bolt Inspection and Process Monitoring" when shop bolting involves joints that are designated on the plans as Pretensioned or Slip-Critical.
  - 2. Process Monitoring:
    - Provide continuous or periodic monitoring of welding as described below in Paragraph G "Weld Inspection and Process Monitoring."

- b. Provide continuous or periodic monitoring of bolting as described below in Paragraph I "High-Strength Bolt Inspection and Process Monitoring" of high-strength bolt installation in pre-tensioned or slip-critical joints using turn-of-the-nut without matchmarking or calibrated wrench method of bolt installation.
- c. Provide periodic verification of specified camber of steel beams.
- E. Field Testing: The Testing Laboratory shall provide the following tests in the field:
  - 1. Test welds completed in the field according to Paragraph H "Weld Testing:" below.
  - 2. Test bolted connections completed in the field according to Paragraph I "High-Strength Bolt Testing."
  - Perform bend tests on completed shear connectors attached to beams as required
    according to procedures outlined in AWS D1.1. In addition, perform field bend tests on an
    additional 2% of completed shear connectors on each beam but not less than one
    connector per beam.
  - 4. Testing of Non-Shrink Grout for Base Plates, Bearing Plates, and Precast Wall Panels:
    - a. Compressive Strength Tests: Compressive strength of grout shall be determined by testing grout cubes according to the requirements of ASTM C 109 Modified. Test one set of three cubes at one day, and one set of three cubes at 28 days.
    - b. Frequency of Testing: One set of cubes (6 cubes) shall be made for every ten base plates and bearing plates or fraction thereof but not less than one set for each day's operation. One set of cubes shall be made for each day's operation of grouting wall panels.
- F. Field Inspection: The Testing Laboratory shall provide the following inspections in the field:
  - Inspect galvanized HSS and other cold-worked structural steel members for cracking or
    other damage resulting from galvanizing process. Endeavor to complete inspections prior
    to erection of these members. Immediately notify Contractor and Architect/Engineer of
    any irregularities discovered.
  - 2. Provide continuous or periodic monitoring of field welding as described below in Paragraph G "Weld Inspection and Process Monitoring."
  - 3. Provide continuous or periodic monitoring of field bolting as described below in Paragraph I "High-Strength Bolt Inspection and Process Monitoring" of high-strength bolt installation in pre-tensioned or slip-critical joints using turn-of-the-nut without matchmarking or calibrated wrench method of bolt installation.
  - 4. Inspect welded or bolted connections that were completed, but not inspected, in the shop. Perform inspections according to Paragraph G "Weld Inspection and Process Monitoring" and/or Paragraph I "High-Strength Bolt Inspection and Process Monitoring" as appropriate.
  - 5. Obtain the planned erection procedure, and review with the Erector's supervisory personnel.
  - 6. Check the installation of base plates for proper leveling, grout type, and grout application.
  - 7. Check structural steel as received in the field for possible shipping damage, workmanship, and identification marking to conform to AISC 360 for structural steel and specified ASTM standards for other steel.
  - 8. Periodically inspect the steel frame for such items as bracing and stiffening details, member locations, and joint details at each connection for compliance with approved construction documents.
  - 9. Inspect 100% of the column compression and base joints for verification that gaps in contact bearing do not exceed 1/16 inch. Gaps greater than 1/16 inch but less than 1/4 inch shall be reported to the Owner and Engineer for assessment. All gaps greater than 1/4 inch shall be shimmed according to Specification 05-1200 "Structural Steel Framing."

- Endeavor to guard the Owner against the Contractor cutting, grinding, reaming, or making any other field modification to structural steel without the prior approval of the Engineer.
   Report any noted unauthorized modifications to the Owner and Engineer.
- G. Weld Inspection and Process Monitoring: The Testing Laboratory shall make the following inspections of the welds and welding processes. Welds performed in the fabricating shop may be inspected in the field unless continuous monitoring of the welding process is herein specified or if access in the field due to other work or shop finishes makes field inspection impractical:
  - 1. Approve Welding Procedure Specifications submitted by the Contractor. Approve any changes submitted by the Contractor to any WPS that has already been approved. Obtain the Welding Procedure Qualification Record (WPQR) for each successful WPS qualification.
  - 2. Periodically verify welding electrodes to be used and other welding consumables as the job progresses.
  - 3. Periodically observe joint preparation, assembly practice, welding techniques including preheating and sequence, and the performance of welders with sufficient frequency to assure compliance with code and contract document requirements. Check preheating to assure conformance with AWS D1.1, Section 5.6. Verify procedure for control of distortion and shrinkage stresses.
  - 4. Continuously observe joint preparation and fit up, backing strips, and runout plates for welded moment connections and column splices.
  - 5. Periodically provide visual inspection of the root pass of partial and complete joint penetration welds.
  - 6. Visually inspect 100 % of welds for proper size, length, location, and weld quality in accordance with AWS D1.1 requirements. Unless specifically noted otherwise, all welding shall be considered statically loaded nontubular connections.
  - 7. Visually inspect 100% of completed shear connectors on each beam.
  - 8. Visually inspect 100% of the welds of anchors to embedded plates that are to be cast into concrete elements.
  - 9. In addition to the inspections above, perform the following:
    - a. Continuously monitor and observe joint preparation, assembly practice, welding techniques including preheating and sequence, and the performance of welders for 100% of complete and partial joint penetration welds, plug and slot welds, multiple-pass fillet welds, and single-pass fillet welds greater than 5/16 inch. Check preheating to assure conformance with AWS D1.1, Section 5.6. Verify procedure for control of distortion and shrinkage stresses.
    - b. Periodically monitor welding of single-pass fillet welds that are less than or equal to 5/16 inch.
    - c. Periodically monitor the welding of headed studs to floor beams.
    - d. Periodically monitor the welding of anchors to embedded plates that are to be cast into concrete elements.

#### H. Weld Testing:

- 1. Perform nondestructive examination services using a qualified technician with the necessary equipment to perform the following:
  - a. Nondestructive examination conducted in accordance with the specific requirements for the item being examined including radiographic (RT), ultrasonic (UT), magnetic particle (MT), or dye-penetrant inspection (PT). Nondestructive inspection procedures shall conform to AWS D1.1.
  - b. Interpret, record, and report results of the nondestructive tests.

- c. Mark for repair, any area not meeting Specification requirements. Correction of rejected welds shall be made in accordance with AWS D1.1.
- d. Re-examine repair areas and interpret, record, and report the results of examinations of repair welds.
- e. Verify that quality of welds meet the requirements of AWS D1.1.
- 2. Fillet Welds: Provide the following:
  - a. MT test a minimum of 10% of the length of each fillet weld exceeding 5/16".
  - b. Periodic MT testing of representative fillet welds 5/16" and less but need not exceed 10% of all such welds, except as required for high rejection rates as indicated in the following paragraph.
  - c. Increase MT testing rate for welders having a high rejection rate as required to ensure acceptable welds.
- 3. Partial Joint Penetration (PJP) Welds, including Flare-Bevel Groove Welds: Provide the following:
  - a. MT test a minimum of 25% of the length of each PJP weld exceeding 5/16" effective throat.
  - b. Periodic MT testing of representative PJP welds 5/16" and less but need not exceed 10% of all such welds, except as required for high rejection rates as indicated in the following paragraph.
  - c. Increase MT testing rate for welders having a high rejection rate as required to ensure acceptable welds.
- 4. Complete Joint Penetration (CJP) Welds: Provide the following:
  - a. All CJP welds exceeding 5/16" thickness shall be 100% UT tested per AWS D1.1 Clause 6 Part F. The Testing Laboratory shall review the CJP joints to determine where geometry or accessibility precludes the use of standard scanning patterns per AWS D1.1 Clause 6 Part F. At these locations the testing laboratory shall develop and submit for approval a written testing procedure in accordance with AWS D1.1 Annex S.
  - b. Periodic MT testing of representative CJP welds 5/16" and less not to exceed 10% of all such welds, except as required for high rejection rates as indicated in the following paragraph.
  - Increase MT testing rate for welders having a high rejection rate as required to ensure acceptable welds.
- 5. Acceptance Criteria:
  - a. Visual, MT, PT shall be per AWS D1.1 Table 6.1.
  - b. UT testing shall be per AWS D1.1 6.13.1 and Table 6.2.
- 6. Base metal thicker than 1.5 inches, where subjected to through-thickness weld shrinkage strains, shall be UT tested for discontinuities behind and adjacent to such welds. UT testing shall occur no sooner than 24 hours after the weld has cooled to ambient temperatures. Any material discontinuities shall be recorded on the basis of ASTM A 435 or ASTM A 898 (Level 1 criteria) and reported for Engineer disposition.
- 7. Welds of Anchors to Embedded Plates:
  - a. Headed Studs: Perform field bend tests according to AWS D1.1 on 2% of the studs welded to plates, but not less than one stud per plate.
  - b. Deformed Bar Anchors: Perform MT testing on 10% of deformed bar anchors larger than #5 bar.
- 8. The costs of repairing defective welds and the costs of retesting by the Testing Laboratory providing services for the Owner shall be borne by the Contractor. If removal of a backing strip is required by the Testing Laboratory to investigate a suspected weld defect, such cost shall be borne by the Contractor.

- I. High-Strength Bolt Inspection and Process Monitoring: The Testing Laboratory shall perform the following inspections for connections joined with high-strength bolts. Bolting performed in the shop may be inspected in the field unless continuous monitoring of the bolting operation is specified herein:
  - 1. Observe preinstallation verification testing of the pretensioning method to be used in accordance with the requirements of the "Specification for Structural Joints Using High-Strength Bolts".
  - Check daily the calibration of impact wrenches used in field bolted connections.
  - Inspect bolt installation for 100% of high strength bolted connections according to inspection procedures outlined in the "Specification for Structural Joints Using High-Strength Bolts".
  - 4. Monitoring of Bolting Installation:
    - a. Continuous Monitoring: The Testing Laboratory shall be continuously present and monitor the bolting installation for compliance with the selected procedure for installation as specified in the "Specification for Structural Joints Using High-Strength Bolts" for joints using high-strength bolts that are designated on the plans as Pretensioned (PT) or Slip-Critical (SC) type joints and that are being installed using the calibrated wrench method or the turn-of-nut without matchmarking method of installation.
    - b. Periodic Monitoring: All other joint types and bolt installation methods shall be monitored on a periodic basis.
- J. High-Strength Bolt Testing: The Testing Laboratory shall perform the following tests for connections joined with high-strength bolts:
  - 1. Perform Arbitration Testing according to procedures outlined in the "Specification for Structural Joints using High-Strength Bolts" when a disagreement exists between the Testing Laboratory and the Fabricator as to the minimum tension of installed bolts that have been inspected according to paragraph below.

#### 3.06 STEEL DECKING

- A. Field Inspection:
  - Check steel deck as received in the field for possible shipping damage, workmanship, and identification marking to conform to specified ASTM standards for steel deck.
  - 2. Periodically monitor the method of attaching the steel floor and roof decking to the structural frame.
  - 3. Visually inspect 100% of the welding or other attachment method of steel deck to the structure and at sidelaps.

#### 3.07 EARTHWORK

- A. Field Testing:
  - Compacted Fill:
    - a. Verification of Fill Material: Perform classification and testing to verify that the fill material to be used complies with the project specifications.
    - b. Field Density Testing: Perform field density testing as described below:
      - 1) Field density tests shall be run according to ASTM D 2937 or ASTM D 6938 as applicable.
      - 2) Acceptance Criteria: The results of field density tests by the Laboratory will be considered satisfactory if the average of any three consecutive tests has a value not less than the required density with no single test falling more than 2 percent below the required density and the moisture content conforms to the requirements of the specification.
      - 3) Test Frequency for Paved Areas and Building Slab Subgrade:

- (a) Make at least one field density test of the natural subgrade for every 2500 square feet of paved area or building slab but in no case less than three tests.
- (b) In each compacted fill layer or lift, make one field density test for every 2500 square feet of building slab or paved area but in no case less than three tests.
- 4) Test Frequency for Foundation Wall Backfill: Make at least one field density test for each 200 lineal feet of wall with a minimum of 4 tests for the basement walls around the perimeter of each building and a minimum of one test for every other type of foundation wall on the site. Tests shall be performed in random lifts along each wall.
- 5) Test Frequency for Compacted Fill beneath Column and Wall Footings and Mat Foundations: Make at least one field density test in each compacted fill layer or lift for each column footing, one for each twenty-five lineal feet of wall and one for each 2,500 square feet of mat foundation area or fraction thereof.
- c. Report Copies: Moisture-density curves and results of field density tests shall be submitted to the parties specified earlier in this section.
- d. Additional Testing: If reports by the Laboratory indicate field densities lower than specified, additional tests will be run by the Laboratory with at least the frequencies scheduled above on recompacted fill and/or natural subgrade. The Testing Laboratory shall notify the Contractor on a timely basis for any required retesting so as not to delay the work. The costs of such tests shall be liable to the Owner for repayment by the Contractor.
- 2. Spread Footings
  - Concrete Cylinders: Make and test concrete cylinders as specified for Cast-in-Place Concrete.
- B. Field Inspection by the Testing Laboratory:
  - 1. The Testing Laboratory shall provide inspection of materials used in foundation elements as described below.
  - 2. Compacted Fill:
    - a. Subgrade below Compacted Fill: Observe and verify that the subgrade below compacted fill has been properly prepared before compact fill construction begins.
    - b. During placement and compaction of fill, determine that the material being used and the maximum lift thickness comply with the specifications.
- C. Foundation Inspection by the Geotechnical Engineer: The Geotechnical Engineer of Record shall provide inspection service for the following items before and during foundation installation as appropriate for the foundation type. The Geotechnical Engineer shall submit written field inspection reports promptly after inspection to the parties listed above and report his findings after each inspection by telephone or e-mail to the Engineer.
  - 1. Spread Footing:
    - a. Subgrade: Verify that foundation bearing conditions are consistent with soil report tests and that the footing is being installed in the proper soil strata at the proper elevation. Make recommendations regarding adjustment to subgrade or bearing elevation if subgrade is not adequate to support footing.

#### END OF SECTION

## **SECTION 01-5000**

#### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
  - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
  - 2. Division 01 Section "Execution Requirements" for progress cleaning requirements.

#### 1.02 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2 inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8 inch OD line posts and 2-7/8 inch OD corner and pull posts, with 1-5/8 inch OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- B. Lumber and Plywood: Comply with requirements in Division 06 Section " Miscellaneous Carpentry."
- C. Paint: Comply with requirements in Division 09 painting Sections.

#### 2.02 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4 foot square tack board.
  - 3. Drinking water and private toilet.
  - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  - 5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

#### 2.03 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

#### **PART 3 - EXECUTION**

#### 3.01 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.02 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Project Acceptance, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  - 2. Install lighting for Project identification sign.
- H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.
  - 1. Provide additional telephone lines for the following:
    - a. Provide a dedicated telephone line for each computer in the field office.
  - 2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Architect's office.
    - e. Engineers' offices.
    - f. Owner's office.
    - g. Principal subcontractors' field and home offices.
  - Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- I. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities.
  - Provide DSL in primary field office.

## 3.03 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - Provide incombustible construction for sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
  - Maintain support facilities until Substantial Completion. Personnel remaining after Project Acceptance will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Project Identification and Temporary Signs: Provide Project identification and other signs approved by the Owner and Architect. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
  - 1. Provide temporary, directional signs for construction personnel and visitors.
  - 2. Maintain and touchup signs so they are legible at all times.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution Requirements" for progress cleaning requirements.
- E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- F. Existing Elevator Use: Use of Owner's existing elevators will be permitted, as long as elevators are cleaned and maintained in a condition acceptable to Owner. At Project Acceptance, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
  - 1. Do not load elevators beyond their rated weight capacity.

- 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to Owner. At Project Acceptance, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

## 3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As indicated on the Drawings or as directed by the Architect..
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
  - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
  - 2. Insulate partitions to provide noise protection to occupied areas.
  - 3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
  - 4. Protect air-handling equipment.
  - 5. Provide walk-off mats at each entrance through temporary partition.
- E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Smoking is prohibited in all areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

## 3.05 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

- B. Maintenance: Maintain facilities in good operating condition until removal.
  - Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Project Acceptance.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor.
  - At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

## **END OF SECTION**

PROJECT NO. TAM44 01-6000-1

#### **SECTION 01-6000**

### PRODUCT REQUIREMENTS

#### **PART 1 - GENERAL**

#### 1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
  - 1. Division 01 Section "Alternates" for products selected under an alternate.
  - 2. Division 01 Section "References" for applicable industry standards for products specified.
  - 3. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
  - 4. Divisions 02 through 28 Sections for specific requirements for warranties on products and installations specified to be warranted.

#### 1.02 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

#### 1.03 SUBMITTALS

- A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
  - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  - 2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.

- d. Manufacturer's name and address.
- e. Supplier's name and address.
- Installer's name and address.
- g. Projected delivery date or time span of delivery period.
- h. Identification of items that require early submittal approval for scheduled delivery date.
- 3. Initial Submittal: Within 14 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
- 4. Completed List: Within 30 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
- 5. Architect's Action: Architect will respond in writing to Contractor within 10 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests After Award of Contract (If Allowed by the Architect): Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form approved by the Architect.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
    - Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
    - j. Cost information, including a proposal of change, if any, in the Contract Sum.
    - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

- Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
  - Form of Acceptance: Change Order.
  - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests (If Allowed by the Architect): Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
    - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

#### 1.04 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
  - Each Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

# 1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - Coordinate delivery with installation time to ensure minimum holding time for items that
    are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other
    losses.
  - Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

## C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units.
- 2. Store materials in a manner that will not endanger Project structure.
- 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- 4. Store cementitious products and materials on elevated platforms.
- 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 7. Protect stored products from damage and liquids from freezing.
- 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.06 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
  - 3. Refer to Divisions 02 through 28 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## **PART 2 - PRODUCTS**

## 2.01 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  - Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - Where products are accompanied by the term "match sample," sample to be matched is Architect's.

6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

### B. Product Selection Procedures:

- Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
- 2. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
- 3. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
- 4. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
- 5. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
- 6. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.02 PRODUCT SUBSTITUTIONS

- A. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  - Requested substitution offers Owner a substantial advantage in cost, time, energy
    conservation, or other considerations, after deducting additional responsibilities Owner
    must assume. Owner's additional responsibilities may include compensation to Architect
    for redesign and evaluation services, increased cost of other construction by Owner, and
    similar considerations.
  - 2. Requested substitution does not require extensive revisions to the Contract Documents.
  - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - 4. Substitution request is fully documented and properly submitted.

- 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
- 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
- 7. Requested substitution is compatible with other portions of the Work.
- 8. Requested substitution has been coordinated with other portions of the Work.
- 9. Requested substitution provides specified warranty.

### 2.03 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.

## PART 3 - EXECUTION (NOT USED)

END OF SECTION

#### **SECTION 01-7000**

#### **EXECUTION REQUIREMENTS**

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Field engineering and surveying.
  - 2. General installation of products.
  - 3. Cutting and patching.
  - 4. Progress cleaning.
  - 5. Starting and adjusting.
  - 6. Protection of installed construction.
  - 7. Correction of the Work.
- B. Related Sections include the following:
  - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
  - 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

# PART 2 - PRODUCTS (NOT USED)

#### **PART 3 - EXECUTION**

## 3.01 EXAMINATION

- A. Existing Conditions: The existence and location of construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

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#### 3.02 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

#### 3.03 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

#### 3.04 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results.

  Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

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E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

#### 3.05 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
  - Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  - Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

#### 3.06 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching.

  Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - Cut in-place 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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place 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.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01-1000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

- G. Cutting: Cut in-place 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 neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. 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. 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.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- H. 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 practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical 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 minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 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 in-place 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, prepare substrate and apply primer and intermediate paint coats appropriate for substrate 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 in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

#### 3.07 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

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- 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
- 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

#### 3.08 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

#### 3.09 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

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#### 3.10 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

- 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

# **END OF SECTION**

#### **SECTION 01-7700**

# **CLOSEOUT PROCEDURES**

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.
- B. Related Sections include the following:
  - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
  - 2. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 4. Divisions 02 through 28 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.02 SUBSTANTIAL COMPLETTION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems.
  - 9. Submit test/adjust/balance records.
  - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  - 12. Complete final cleaning requirements, including touchup painting.
  - 13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.03 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  - Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Prepare and submit Project Record Documents, operation and maintenance manuals.
  - 4. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 6. Submit pest-control final inspection report and warranty.
  - 7. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Final Inspection will be scheduled and conducted in conformance with the local, State and Owner guidelines and requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

# 1.04 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.

# 1.05 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11 inch paper.
  - Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark
    tab to identify the product or installation. Provide a typed description of the product or
    installation, including the name of the product and the name, address, and telephone
    number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

#### **PART 2 - PRODUCTS**

#### 2.01 MATERIALS

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

#### **PART 3 - EXECUTION**

#### 3.01 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - d. Clean exposed interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
    - e. Sweep concrete floors broom clean in unoccupied spaces.

- f. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- g. Remove labels that are not permanent.
- h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- i. Wipe surfaces of mechanical and electrical equipment and similar equipment.
   Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- j. Replace parts subject to unusual operating conditions.
- k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- 1. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- m. Clean ducts, blowers, and coils if units were operated without filters during construction.
- n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- o. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

#### **END OF SECTION**

#### **SECTION 01-7810**

# PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Sections include the following:
  - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Divisions 02 through 28 Sections for specific requirements for Project Record Documents of the Work in those Sections.

#### 1.02 SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set of marked-up Record Prints.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
  - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

#### PART 2 - PRODUCTS

#### 2.01 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue or black-line white prints of the Contract Drawings and Shop Drawings.
  - Preparation: Mark Record Prints to show the actual installation where installation varies
    from that shown originally. Require individual or entity who obtained record data,
    whether individual or entity is Installer, subcontractor, or similar entity, to prepare the
    marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.

- g. Actual equipment locations.
- h. Duct size and routing.
- i. Locations of concealed internal utilities.
- j. Changes made by Change Order or Construction Change Directive.
- k. Changes made following Architect's written orders.
- 1. Details not on the original Contract Drawings.
- m. Field records for variable and concealed conditions.
- n. Record information on the Work that is shown only schematically.
- Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing
  actual physical conditions, completely and accurately. If Shop Drawings are marked, show
  cross-reference on the Contract Drawings.
- 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. Architect shall prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
  - Format: Same CAD program, version, and operating system as the original Contract Drawings.
  - Incorporate changes and additional information previously marked on Record Prints.
     Delete, redraw, and add details and notations where applicable.
  - 3. Contractor shall refer instances of uncertainty to Architect for resolution.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

#### 2.02 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 3. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  - 4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

#### 2.03 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - Note related Change Orders, Record Specifications, and Record Drawings where applicable.

# 2.04 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

# **PART 3 - EXECUTION**

# 3.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

# **END OF SECTION**

#### **SECTION 01-7820**

#### OPERATION AND MAINTENANCE DATA

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Operation manuals for systems, subsystems, and equipment.
  - 3. Maintenance manuals for the care and maintenance of products, materials, and finishes.
- B. Related Sections include the following:
  - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
  - Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
  - 4. Divisions 02 through 28 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

#### 1.02 DEFINITIONS

- System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.03 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Project Acceptance. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

#### 1.04 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

#### **PART 2 - PRODUCTS**

# 2.01 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
  - 1. List of documents.
  - 2. List of systems.
  - 3. List of equipment.
  - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

# 2.02 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name, address, and telephone number of Contractor.
  - 6. Name and address of Architect.
  - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
  - Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11 inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
  - Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab
    to indicate contents. Include typed list of products and major components of equipment
    included in the section on each divider, cross-referenced to Specification Section number
    and title of Project Manual.

- 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
- 4. Supplementary Text: Prepared on 8-1/2-by-11 inch white bond paper.
- 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

#### 2.03 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  - 1. System, subsystem, and equipment descriptions.
  - 2. Performance and design criteria if Contractor is delegated design responsibility.
  - 3. Operating standards.
  - 4. Operating procedures.
  - 5. Operating logs.
  - 6. Wiring diagrams.
  - 7. Control diagrams.
  - 8. Piped system diagrams.
  - 9. Precautions against improper use.
  - 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Equipment identification with serial number of each component.
  - 4. Equipment function.
  - 5. Operating characteristics.
  - 6. Limiting conditions.
  - 7. Performance curves.
  - 8. Engineering data and tests.
  - Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
  - 1. Startup procedures.
  - 2. Equipment or system break-in procedures.
  - 3. Routine and normal operating instructions.
  - Regulation and control procedures.
  - 5. Instructions on stopping.
  - 6. Normal shutdown instructions.
  - 7. Seasonal and weekend operating instructions.
  - 8. Required sequences for electric or electronic systems.
  - 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

#### 2.04 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - . Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

#### 2.05 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard printed maintenance instructions and bulletins.
  - Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.

- 5. Aligning, adjusting, and checking instructions.
- 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

# **PART 3 - EXECUTION**

#### 3.01 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
  - Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."

PROJECT NO. TAM44 01-7820-6

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

# **END OF SECTION**

#### TAMPA SPORTS AUTHORITY

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Meeting Date:

Title: New York Yankeee Facility Renovation Agreement Extension and

Amendment

Summary: The Authority, Hillsborough County and the New York Yankees

entered into a Facility Renovation Agreement, an amended and restated New York Yankees License Agreement and a Himes

Player Development Agreement.

On April 19th 2016, the Authority Board approved for the Authority to serve as applicant the State of Florida Retention Spring Training Program for funding to assist the Authority, Hillsborough County and the New York Yankees in obtaining

funding for the project.

Based on our negotiations with DEO, an amendment of the Facility Renovation Agreement is required to extend the date of the application period and to address contractual obligations

relating to the DEO agreement.

Staff is recommending approval of the New York Yankees Facilities Renovation Extension and Amendment as provided.

# Background:

ATTACHMENTS:		
Name:	Description:	Type:
FINAL First Amendment to FRA 10- 11-16 (Yankees signature).pdf	First Amendment to the New York Yankees Facility Renovation Agreement	Cover Memo

# FIRST AMENDMENT TO

# NEW YORK YANKEES FACILITY RENOVATION AGREEMENT

This First Amendment to New York Yankees Facility Renovation Agreement ("First Amendment") is entered into as of the \_\_\_\_\_ day of October, 2016, by and between the TAMPA SPORTS AUTHORITY, a body politic and an independent special district under the laws of the State of Florida ("TSA"), NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership ("Partnership"), and HILLSBOROUGH COUNTY, FLORIDA ("County"). The foregoing entities are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

# Recitals

WHEREAS, TSA, Partnership and County are parties to a New York Yankees Facility Renovation Agreement dated as of April 20, 2016 (the "FRA") relating to the design, construction and financing of certain renovation improvements to Partnership's spring training facilities in Tampa, Florida; and

WHEREAS, the Parties desire to amend the FRA as herein provided and such action is in the best interest of the Parties; and

WHEREAS, capitalized terms set forth in this First Amendment shall have the meanings set forth in the FRA if not otherwise defined herein.

**NOW, THEREFORE,** in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties wish to amend the FRA as follows:

1. Extension of Termination Date. The fourth sentence of Section 14.A. of the FRA is hereby amended to extend the effective termination date of the FRA by removing the date "September 1, 2016" and inserting in lieu thereof the date "December 31, 2016."

The Parties further agree that the ability to extend such date by approval of Partnership, TSA and the County Administrator of County as provided in the fourth sentence of Section 14.A. shall remain applicable and in full effect.

**2. <u>DEO Agreement Terms, Conditions and Indemnifications.</u>** The FRA is amended by adding thereto a new Section 8 to read as follows:

# 8. <u>Terms, Conditions and Indemnifications Relating to the</u> DEO Agreement.

- A. It is contemplated that, in furtherance of the agreement of the Parties to seek certification and funding by the State of Florida pursuant to sections 212.20 and 288.11631, F.S ("the Act"), an agreement between TSA, as the Applicant, and DEO (hereinafter defined) will be entered into entitled "Sports Development Program Agreement (the "DEO Agreement"). The DEO Agreement will govern the rights and obligations of TSA and DEO with respect to funding under the Act.
- B. The DEO Agreement, when fully effective, will impose requirements and conditions upon TSA, as Applicant, which requirements relate either to the GMS Projects for which funding from the DEO is being sought or to the funding itself.
- other things: (a) the maintenance and production of documentation evidencing compliance with the Act by TSA and Partnership; (b) production of annual reports and accountings of expenditures for the GMS Projects; (c) production of all amendments, modifications, extensions and assignments of the GMS License Agreement, this Agreement and other relevant contracts; (d) production of yearly cost benefit analyses; (e) evidence of efforts to promote the GMS Facility; (f) progress and status reports relating to construction and completion of the GMS Projects; and

(g) such other documentation and information as may be requested by DEO relating to the GMS Projects or to the DEO Agreement. Partnership agrees to fully assist and support TSA in complying with any and all such requirements, including, if requested by TSA, the production of documents and information within Partnership's custody, possession and/or control. Partnership shall, on an annual basis, reimburse TSA's costs, consulting, expert and attorneys' fees reasonably expended in the process of complying with the DEO's requirements, said costs and fees to be shared between TSA and Partnership in the manner as provided for under Section 14.C. hereof. As an example, if, in a given year, TSA reasonably incurs \$10,000.00 of costs and fees to comply with DEO's requirements, and \$10,000.00 of costs and fees under Section 14.C., Partnership would reimburse TSA a total of \$15,000.00.

(2)The DEO Agreement will also place contractual responsibility and liability upon TSA, as Applicant, for the work performed and costs incurred, in connection with the GMS Projects, and will require TSA to fully indemnify, protect and hold harmless DEO and the State of Florida from all claims, suits, costs and losses, unless such claims, suits, costs and losses are the result of acts or omissions of DEO. Partnership acknowledges that it has accepted, by virtue of this Agreement, full responsibility for the costs, work and timely completion of the GMS Projects and has agreed to indemnify TSA as provided under Section 7 hereof. In addition to the indemnities provided in Section 7 or otherwise in this Agreement, Partnership shall defend, indemnify and hold harmless TSA from and against any and all Adverse Consequences arising from or as a result of, or in connection with, any action or claim by DEO or the State of Florida under the indemnity provisions of the DEO Agreement, provided, however, that Partnership is not obligated to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of TSA, and provided further that with

respect to any indemnity claim of DEO against TSA for which TSA seeks indemnity against Partnership, TSA shall have the same obligations to Partnership as DEO has to TSA under the DEO Agreement's indemnity provisions and Partnership shall have the same rights as TSA under those provisions.

- (3) The DEO Agreement may require TSA, as the Applicant, to ensure that contracts entered into by TSA or Partnership in connection with the GMS Projects, contain certain provisions requiring compliance with certain requirements, including the DEO Agreement and all applicable laws, including, but not limited to, the Florida Public Records Act, applicable regulations, audit, accounting, performance and reporting requirements, confirming their independent status and disavowing any agency, joint venture, partnership or similar status with DEO or the State of Florida. Partnership agrees to insert or cause to be inserted into all of its contracts relating to the GMS Projects, effective as of the date determined by DEO to be appropriate, all provisions that are required of TSA and its contractors under the DEO Agreement or as required or requested by DEO to ensure that no condition exists among such contracts or contractors that would violate the DEO requirements or cause TSA to be in violation thereof.
- Applicant, retain and maintain certain enumerated and identified records and types of records, relating to the expenditure of State or DEO funds, for the GMS Projects and to the DEO Agreement, in accordance with generally accepted procedures, and that those records be made available to DEO or other enumerated governmental agencies or offices; and that TSA comply with certain audit requirements and standards. Partnership agrees to fully and promptly comply with any request by TSA or DEO for such records, to maintain and provide such records at its cost, and to require its

contractors, subcontractors, agents and consultants to comply with such requirements and requests by DEO.

- (5) In addition to the requirements identified in this Section 8. B(1) through (4), the DEO Agreement may include numerous other requirements of TSA, as the Applicant, and its contractors. Partnership agrees that, because of the obligations it has assumed in this Agreement pertaining to the design, construction, management and payment for the GMS Projects, it shall take all actions and provide all assistance necessary, as reasonably determined by TSA, for the satisfactory completion by TSA of all requirements of TSA, as Applicant, under the DEO Agreement. In addition, Partnership agrees to reimburse TSA on an annual basis for all out of pocket expenses and fees reasonably incurred by TSA during the certification and funding process and thereafter arising from and in accordance with requirements imposed upon TSA, as the Applicant, under the DEO Agreement, said costs and fees to be shared between TSA and Partnership in the manner as provided for under Section 14.C. hereof. Further, Partnership shall defend, indemnify and hold harmless the Indemnitees from and against any Adverse Consequences arising from or as a result of, or in connection with, any action or claim by a third party, including but not limited to DEO, the State of Florida or any other party resulting partially or wholly from or in connection with any negligent act or omission, breach of contract or default by Partnership, its agents, contractors or subcontractors with respect to any of its obligations set forth in this Section 8 or arising from or relating to the DEO Agreement; provided, however, that the duty to indemnify shall not apply with respect to any claim resulting from the negligent acts or omissions of TSA.
- C. In the event of the occurrence of any requirement for indemnification by Partnership under this Section 8, the process, terms and

procedures for indemnification set forth in Section 7, D.,E.,F.,G. and H. shall apply.

- 3. Effect of First Amendment on FRA. All other terms and conditions of the FRA not modified herein, shall remain in full force and effect.
- 4. <u>First Amendment Effective Date</u>. This First Amendment shall become effective on the date upon which it has been executed by all Parties.

[signatures appear on the next page]

IN WITNESS WHEREOF, the Parties hereto have signed and dated this First Amendment as of the day and year first above written.

TAMPA SPORTS AUTHORITY	NEW YORK YANKEES
Ву:	By: Martinique Holdings, Inc.
Name: Eric Hart	111 11 -
Title: President/CEO Date signed:	By: Jr N. Harold Z. Steinbrenner, President
Approved as to Form and Legality As to Tampa Sports Authority	Title: Managing General Partner Date signed:
Steven A. Anderson, General Counsel	
ATTEST:	
CLERK OF THE CIRCUIT COURT	HILLSBOROUGH COUNTY,
FLORIDA	
By: Deputy Clerk	Ву:
Deputy Clerk Date signed:	Lesley "Les" Miller Jr., Chair
	Hillsborough County Board of County Commissioners
	Date signed:
Approved, as to Form and Legality as to Hillsborough County	
Samuel S. Hamilton Senior Assistant County Attorney	

NYY FRA Amendment 10-10-16.docx

#### TAMPA SPORTS AUTHORITY

□ Print

Meeting Date:

Title: Addendum to GMS Field License Agreement

Summary: The Authority, Hillsborough County and the New York Yankees entered into a Facility Renovation Agreement, an amended and

restated New York Yankees License Agreement and a Himes

Player Development Agreement.

On April 19th 2016, the Authority Board approved for the Authority to serve as applicant the State of Florida Retention Spring Training Program for funding to assist the Authority, Hillsborough County and the New York Yankees in obtaining

funding for the project.

Based on our negotiations with DEO, an addendum to the GMS Field License Agreement is required to recognize DEO as a party to the agreement and establish rights of the parties relating to the State of Florida Retention Spring Training Program Application

and Agreement.

Staff is recommending approval of the Addendum to the GMS

Field License Agreement as provided.

Background:

ATTACHMENTS:		
Name:	Description:	Type:
Addendant to Amended and Restated Givis Field License Agreement -	Addendum to Amended and Restated GMS License Agreement	Cover Memo

# ADDENDUM TO AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE AGREEMENT

This Addendum is an addendum to the AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE AGREEMENT (the "Agreement"), which was entered into on April 20, 2016 between THE TAMPA SPORTS AUTHORITY (the "Applicant"), HILLSBOROUGH COUNTY (the "County") and NEW YORK YANKEES PARTNERSHIP (the "Franchise"). The purpose of this Addendum is to ensure that the Agreement at all relevant times continues to meet the requirements of section 288.11631, Florida Statutes.

WHEREAS, section 288.11631, Florida Statutes, is intended to provide a process for the retention of spring training baseball franchises within the State. The Applicant and the Franchise acknowledge that the amount of State incentive funding provided by the State for the Facility is based on the continual use of the Facility by the Franchise for the duration of such incentive funding;

WHEREAS, the purpose of this Addendum is to ensure that the Agreement continuously meets the requirements of section 288.11631, Florida Statutes, and to ensure that the Florida Department of Economic Opportunity ("DEO") can properly and responsibly act as the steward of State funds; and

WHEREAS, it is recognized that the Agreement contains provisions designed to establish business, operational and other obligations and rights not directly related to section 288.11631, Florida Statutes or this Addendum, which provisions are not intended to be modified or affected by this Addendum except to the extent that they limit any rights or remedies of the State or DEO as provided for in this Addendum.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and in order to induce DEO to certify Applicant pursuant to section 288.11631, Florida Statutes, the parties intending to be legally bound, hereby agree as follows:

I. **DEFINITIONS:** Except as otherwise set forth herein, the definitions set forth elsewhere in the Agreement shall not apply to this Addendum and the definitions

set forth in this Addendum shall not apply elsewhere to the Agreement. All words used herein shall be defined as they are ordinarily used, unless otherwise defined in this Addendum. The following definitions shall apply to this Addendum:

- A. **Major League Spring Training Home Games** shall mean, with respect to any Spring Training Season, those Spring Training games, as determined by Major League Baseball in its sole discretion, to be played by the Franchise's Major League Baseball Club as the home team at the Facility during such Spring Training Season.
- B. Spring Training Season shall mean the annual period during which Major League Baseball conducts Spring Training games in preparation for the Major Leauge Baseball championship season generally running from February 1 through April 15 of each calendar year, but subject to change at the sole discretion of Major League Baseball.
- C. Facility shall mean the Applicant's professional sports facility for Spring Training of one or more Major League Baseball Clubs as well as minor league affiliates, including a stadium, team training facilities, practice fields, clubhouses, dedicated on-site parking areas, and other appurtenances and improvements, intended for use by the Franchise.
- D. **Applicant's Bonds** shall mean bonds or refunding bonds as described in section 288.11631(2)(a)(2), Florida Statutes.
- E. **Operative Agreements** shall mean the Agreement, this Addendum, and such other documents and agreements applicable to the Franchise's use of the Facility.
- F. Franchise Spring Training Season shall mean, with respect to any calendar year during the term of the Agreement, the use of the Facility by the Franchise's Major League Baseball Club for the full period of such calendar years' Spring Training Season.

#### II. TERMS AND CONDITIONS

- A. If the Franchise's Major League Baseball Club fails to play each and every one of its Major League Spring Training Home Games (each a "Missed Game") at the Facility during any Franchise Spring Training Season, and such Missed Games are not otherwise permitted or excused by this Addendum or approved in writing by both the Applicant and DEO, then, the Franchise shall reimburse the State a portion of the State's yearly distribution applicable to such Franchise Spring Training Season determined by multiplying the amount of such yearly distribution by the fraction obtained by dividing the number of Missed Games by the number of Major League Spring Training Home Games scheduled for such Franchise Spring Training Season. For example, if Applicant is scheduled to receive \$1,000,000 in a year, and the Franchise has 2 Missed Games in a Franchise Spring Training Season that is scheduled to have 16 Major League Spring Training Home Games, the Franchise would be required to repay \$125,000 to DEO, because  $1,000,000 \times (2 / 16) = 125,000$ . However, if the Franchise has four or more Missed Games during any Franchise Spring Training Season, and such Missed Games are not otherwise permitted or excused by this Addendum or pre-approved in writing by the Applicant and DEO, then, at DEO's election, the Franchise shall be deemed to have relocated pursuant to section 288.11631(2)(a)2, Florida Statutes (a "Relocation"). For the avoidance of doubt and for the sake of clarity, an international game, a game played during the Major League Baseball championship season, an exhibition game played in a Major League Baseball stadium or a game played against a college or university team shall not constitute a Major League Spring Training Home Game and therefore shall not constitute a Missed Game.
- B. Repayment Obligation: In the event of a Relocation the Franchise shall reimburse the State for the total amount of State distributions expected to be paid from the date of Relocation through the final maturity of the Applicant's Bonds, pursuant to section 288.11631(2)(a)2, Florida Statutes, which reimbursement obligation (the "Addendum Reimbursement") is intended to satisfy, and shall not

be duplicative of, the "State Reimbursement" as defined in Section 15.3 of the Agreement. The payment of the "Addendum Reimbursement" obligation is a partial remedy under terms of the Agreement in the event of a Relocation; provided that the payment of such reimbursement obligation by Franchise shall not release, reduce or otherwise modify any right or remedy available to TSA and/or County under terms of the Agreement in the event of a Relocation. Franchise acknowledges and agrees that nothing in this Addendum shall in any way, directly or indirectly, imply or impose upon TSA or County any intention, duty or obligation to mitigate damages in the event of a Relocation as the agreed upon remedies available to TSA and County in the event of a Relocation are provided in Section 15.3 of the Agreement, it being agreed that said matters have been fully considered and adequately addressed in the Agreement.

C. Force Majeure: Notwithstanding the foregoing, the Franchise shall not be deemed to have a Missed Game to the extent its failure to play a Major League Spring Training Home Game at the Facility was due to an event of Force Majeure; provided, however, that the parties must make reasonable good faith efforts to mitigate the Force Majeure event. For the purpose of this Addendum, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, except in the case of a rule, order or act by Applicant, or the international equivalent thereof), failure of technical facilities, severe inclement weather or any other cause of any nature whatsoever beyond the control of the parties (including a strike, lockout, or other labor dispute involving Major League Baseball) which was not avoidable in the exercise of reasonable care and foresight. If an event of Force Majeure causes the Franchise's Major League Baseball Club to fail to play at least fifty percent of a Franchise Spring Training Season at the Facility, the parties agree that the Agreement shall be automatically extended beyond the term for one additional Franchise Spring Training Season.

- D. MLB Requirements: If Major League Baseball causes the Franchise's Major League Baseball Club to play less than fifty percent of a Franchise Spring Training Season at the Facility, the parties agree that the Agreement shall be automatically extended beyond the term of the Agreement for one additional Full Spring Training Season.
- E. Third Party Beneficiary: The State, by and through DEO and DEO's successors and assigns, is an intended third party beneficiary of this Addendum. The State and DEO shall have standing in any action at law or in equity relating to, and/or to seek and/or compel performance of, the obligations imposed by, this Addendum. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This Addendum shall in no way limit any rights or remedies that the State or DEO may have under law.
- F. Order of Priority: In the event of a conflict between the terms of this Addendum and terms of the Agreement relating specifically to a right, obligation or remedy benefiting DEO which arises from section 288.11631, Florida Statutes or this Addendum, the terms of this Addendum shall take precedence and shall control over any other terms of the Agreement, including any terms added to, amended in, or removed from the Agreement after the effective date of this Addendum; provided that this provision shall not be interpreted so as to release or modify any obligation, right or remedy provided in the Agreement which is in addition to those provided to DEO or the State under section 288.11631, Florida Statutes or this Addendum. This Addendum may not be modified or amended, either directly or indirectly, without the prior written consent of the parties and the Executive Director of DEO. If any modification or amendment is made to either the Agreement or this Addendum without DEO's prior written consent, and such modification or amendment has any adverse effect on the rights of DEO under this Addendum, such portion of that modification or amendment that has an adverse effect shall be void ab initio, and ineffective.
- G. Recitals Incorporated: The foregoing recitals are incorporated herein and made a part hereof by this reference.

H. Duplicate Terms: Because this is an Addendum prepared without reference to the Agreement itself, it may duplicate some existing terms of the Agreement. Such duplication or restatement of terms shall be construed as intentional.

The remainder of this page is intentionally blank.

PRINT NAME: Anthony Brund Hilda McCall PRINT NAME: Hilda McCall	NEW YORK YANKEES PARTNERSHIP, an Ohio limited partnership  By: Martinique Holdings, Inc.  By: Harold Z. Steinbrenner, President  Title: Managing General Partner
WITNESSES:	THE TAMPA SPORTS AUTHORITY
PRINT NAME:	By: Vincent Marchetti, Chairman
PRINT NAME:	
PRINT NAME:	By:Eric Hart, President/CEO
PRINT NAME:	Approved as to form and legal sufficiency on behalf of the Tampa Sports Authority
	Steven A. Anderson, General Counsel

ATTEST: Clerk of Circuit Court	HILLSBOROUGH COUNTY, FLORIDA
By:	By: Lesley "Les" Miller, Jr., Chair Hillsborough County Board of County Commissioners
	Approved as to form and legal sufficiency on behalf of Hillsborough County
	Samuel S. Hamilton, Senior Assistant County Attorney

#### TAMPA SPORTS AUTHORITY

■ Print

Meeting Date:

Title: Amendments to the Licensee Fee Schedules for both GMS Field

and Himes Player Development Complex License Agreements

Summary: The Authority, Hillsborough County and the New York Yankees entered into a Facility Renovation Agreement, an amended and restated New York Yankees License Agreement and a Himes

Player Development Agreement.

On April 19th 2016, the Authority Board approved for the Authority to serve as applicant the State of Florida Retention Spring Training Program for funding to assist the Authority, Hillsborough County and the New York Yankees in obtaining funding for the project.

Both License Agreements have payment schedules that required payments to begin once the Authority is Certified and an agreement has been reached with the Department of Economic Development relating to the Spring Training Retention Program. Both agreements contemplated this date to occur in May of 2016. Based on the continued discussions with the DEO relating to the receiving Certification, both agreements require an amendment to address the revised payment schedule within the agreements.

Staff is recommending approval of the Amendments to Licensee Fee Schedules for both the GMS Field and Himes Player Development Complex License Agreements as provided.

#### Background:

ATTACHMENTS:		
Name:	Description:	Type:
FINAL First Amendment - GMS Field License - 10-11- 16 (Yankees signature).pdf	First Amendment to GMS License Agreement	Cover Memo
FINAL First Amendment - Himes License - 10-11- 16 (Yankees signature).pdf	First Amendement to the Himes Players Development Complex License Agreement	Cover Memo

#### FIRST AMENDMENT TO

# AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE AGREEMENT

This First Amendment to Amended and Restated George M. Steinbrenner Field License Agreement ("First Amendment") is entered into as of the \_\_\_\_\_ day of October, 2016, by and between the TAMPA SPORTS AUTHORITY, a public agency and Independent Special District of the State of Florida ("TSA"), NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership ("Partnership"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County"). The foregoing entities are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

#### Recitals

WHEREAS, TSA, Partnership and County are parties to an Amended and Restated George M. Steinbrenner Field License Agreement dated April 20, 2016 (the "GMS License") pertaining to Partnership's use of the Premises; and

WHEREAS, the Parties desire to amend the GMS License as herein provided and such action is in the best interest of the Parties; and

WHEREAS, capitalized terms set forth in this First Amendment shall have the meanings set forth in the GMS License if not otherwise defined herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties wish to amend the GMS License as follows:

- 1. <u>Revised License Fee Schedule</u>. Exhibit "C" License Fee Schedule to the GMS License is deleted and a new Exhibit "C," attached hereto and made a part hereof, is substituted in lieu thereof.
- 2. <u>Effect of First Amendment on GMS License</u>. All other terms and conditions of the GMS License not modified herein, shall remain in full force and effect.
- 4. <u>First Amendment Effective Date</u>. This First Amendment shall become effective on the date upon which it has been executed by all Parties.

[signatures appear on the next page]

**IN WITNESS WHEREOF**, the Parties hereto have signed and dated this First Amendment as of the day and year first above written.

TAMPA SPORTS AUTHORITY	NEW YORK YANKEES
Ву:	By: Martinique Holdings, Inc.
Name: Eric Hart	NA TO
Title: President/CEO Date signed:	By:
Approved as to Form and Legality As to Tampa Sports Authority	Title: Managing General Partner Date signed:
Steven A. Anderson, General Counsel	
ATTEST:	
CLERK OF THE CIRCUIT COURT	HILLSBOROUGH COUNTY,
FLORIDA	
By: Deputy Clerk	By:
Deputy Clerk Date signed:	Lesley "Les" Miller Jr., Chair
	Hillsborough County Board of County Commissioners
	Date signed:
Approved, as to Form and Legality as to Hillsborough County	
Samuel S. Hamilton Senior Assistant County Attorney	
NYY GMS License Amendment 10-10-16.docx	

# **Exhibit C George M. Steinbrenner Field License Fees**

Date	License Fee
Effective Date*	\$ 259,294.97
5/30/2017	\$ 223,251.85
8/30/2017	\$ 223,251.85
5/30/2018	\$ 206,501.85
8/30/2018	\$ 206,501.85
5/30/2019	\$ 206,501.85
8/30/2019	\$ 206,501.85
5/30/2020	\$ 210,213.65
8/30/2020	\$ 210,213.65
5/30/2021	\$ 210,213.65
8/30/2021	\$ 210,213.65
5/30/2022	\$ 210,213.65
8/30/2022	\$ 210,213.65
5/30/2023	\$ 210,213.65
8/30/2023	\$ 210,213.65
5/30/2024	\$ 247,063.65
8/30/2024	\$ 247,063.65
5/30/2025	\$ 247,063.65
8/30/2025	\$ 247,063.65
5/30/2026	\$ 247,063.65
8/30/2026	\$ 247,063.65
5/30/2027	\$ 247,063.65
8/30/2027	\$ 247,063.65
5/30/2028	\$ 247,063.65
8/30/2028	\$ 247,063.65
5/30/2029	\$ 247,063.65
8/30/2029	\$ 247,063.65
5/30/2030	\$ 247,063.65
8/30/2030	\$ 247,063.65
5/30/2031	\$ 247,063.65
8/30/2031	\$ 247,063.65
5/30/2032	\$ 247,063.65
9/30/2032	\$ 247,063.65
5/30/2033	\$ 247,063.65
8/30/2033	\$ 247,063.65
5/30/2034	\$ 247,063.65
8/30/2034	\$ 247,063.65
5/30/2035	\$ 247,063.65
8/30/2035	\$ 247,063.65
5/30/2036	\$ 92,963.65

Date		License Fee
8/30/2036		\$ 92,963.65
5/30/2037		\$ 92,963.65
8/30/2037		\$ 92,963.65
5/30/2038		\$ 92,963.65
8/30/2038		\$ 92,963.65
5/30/2039		\$ 92,963.65
8/30/2039		\$ 92,963.65
5/30/2040		\$ 92,963.65
8/30/2040		\$ 92,963.65
5/30/2041		\$ 92,963.65
8/30/2041		\$ 92,963.65
5/30/2042		\$ 92,963.65
8/30/2042		\$ 92,963.65
5/30/2043		\$ 92,963.65
8/30/2043	1	\$ 92,963.65
5/30/2044		\$ 92,963.65
8/30/2044		\$ 92,963.65
5/30/2045		\$ 92,963.65
8/30/2045		\$ 92,963.65
5/30/2046		\$ 92,963.65
8/30/2046		\$ 92,963.65
12/31/2046		Expiration

Total	\$11,188	,243

<sup>\*</sup>Section 4.2 of the Agreement shall not apply to the license fee payable on the Effective Date.

#### FIRST AMENDMENT TO

# AMENDED AND RESTATED HIMES PLAYER DEVELOPMENT COMPLEX LICENSE AGREEMENT

This First Amendment to Amended and Restated Himes Player Development Complex License Agreement ("First Amendment") is entered into as of the \_\_\_\_\_ day of October, 2016, by and between the TAMPA SPORTS AUTHORITY, a public agency and Independent Special District of the State of Florida ("TSA"), NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership ("Partnership"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County"). The foregoing entities are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

## Recitals

WHEREAS, TSA, Partnership and County are parties to an Amended and Restated Himes Player Development Complex License Agreement dated April 20, 2016 (the "Himes License") pertaining to Partnership's use of the Himes Facility; and

WHEREAS, the Parties desire to amend the Himes License as herein provided and such action is in the best interest of the Parties; and

WHEREAS, capitalized terms set forth in this First Amendment shall have the meanings set forth in the Himes License if not otherwise defined herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties wish to amend the Himes License as follows:

- 1. <u>Revised License Fee Schedule</u>. Exhibit "C" License Fee Schedule to the Himes License is deleted and a new Exhibit "C," attached hereto and made a part hereof, is substituted in lieu thereof.
- 2. <u>Effect of First Amendment on Himes License</u>. All other terms and conditions of the Himes License not modified herein, shall remain in full force and effect.
- 4. <u>First Amendment Effective Date</u>. This First Amendment shall become effective on the date upon which it has been executed by all Parties.

[signatures appear on the next page]

**IN WITNESS WHEREOF**, the Parties hereto have signed and dated this First Amendment as of the day and year first above written.

TAMPA SPORTS AUTHORITY	NEW YORK YANKEES
Ву:	By: Martinique Holdings, Inc.
Name: Eric Hart	16.11
Title: President/CEO Date signed:	By: Marold Z. Steinbrenner, President
Approved as to Form and Legality As to Tampa Sports Authority	Title: Managing General Partner Date signed:
Steven A. Anderson, General Counsel	_
ATTEST:	
CLERK OF THE CIRCUIT COURT	HILLSBOROUGH COUNTY,
FLORIDA	
By:	By:
Deputy Clerk Date signed:	Lesley "Les" Miller Jr., Chair
	Hillsborough County Board of County Commissioners
	Date signed:
Approved, as to Form and Legality as to Hillsborough County	
Samuel S. Hamilton Senior Assistant County Attorney	

NYY Himes License Amendment 10-10-16.docx

**Exhibit C Himes Player Development Complex License Fees** 

Date		I I Saamaa Faa	
Date		License Fee	
Effective Date	F85 - 47 - 5 - 4		
5/30/2017	Effective Date*		
	+	\$84,102	
8/30/2017	-	\$84,102 \$75,852	
	5/30/2018		
8/30/2018		\$75,852	
5/30/2019		\$75,852	
8/30/2019	_	\$75,852	
5/30/2020		\$77,680	
8/30/2020	<u> </u>	\$77,680	
5/30/2021		\$77,680	
8/30/2021	Щ	\$77,680	
5/30/2022	$\sqcup$	\$77,680	
8/30/2022	Ш	\$77,680	
5/30/2023		\$77,680	
8/30/2023		\$77,680	
5/30/2024		\$95,830	
8/30/2024		\$95,830	
5/30/2025		\$95,830	
8/30/2025	\$95,830		
5/30/2026	\$95,830		
8/30/2026	\$95,830		
5/30/2027	\$95,830		
8/30/2027		\$95,830	
5/30/2028		\$95,830	
8/30/2028		\$95,830	
5/30/2029		\$95,830	
8/30/2029		\$95,830	
5/30/2030		\$95,830	
8/30/2030		\$95,830	
5/30/2031		\$95,830	
8/30/2031		\$95,830	
5/30/2032		\$95,830	
8/30/2032		\$95,830	
5/30/2033		\$95,830	
8/30/2033	$\dashv$	\$95,830	
5/30/2034	\$95,830		
8/30/2034			
5/30/2035	$\dashv$	\$95,830 \$95,830	
8/30/2035		\$95,830	
5/30/2036	$\dashv$	\$19,930	
		+,	

Date	L	License Fee		
2/22/222	,			
8/30/2036	\$19,930			
5/30/2037	igspace	\$19,930		
8/30/2037	┖	\$19,930		
5/30/2038		\$19,930		
8/30/2038		\$19,930		
5/30/2039		\$19,930		
8/30/2039		\$19,930		
5/30/2040		\$19,930		
8/30/2040		\$19,930		
5/30/2041		\$19,930		
8/30/2041	\$19,930			
5/30/2042	\$19,930			
8/30/2042	\$19,930			
5/30/2043		\$19,930		
8/30/2043		\$19,930		
5/30/2044		\$19,930		
8/30/2044		\$19,930		
5/30/2045		\$19,930		
8/30/2045		\$19,930		
5/30/2046		\$19,930		
8/30/2046		\$19,930		
12/31/2046		Expiration		

Total	\$3,960,852

<sup>\*</sup>The second sentence of Section 4 of the Agreement shall not apply to the license fee payable on the Effective Date.

# TAMPA SPORTS AUTHORITY

Print

Meeting Date:

Title: Sports Development Program Agreement with Department of

Economic Opportunity relating to New York Yankees

Summary: Documents in development and will be posted as completed.

Background:

ATTACHMENTS:				
Name:	Description:	Type:		
No Attachments Available				

# TAMPA SPORTS AUTHORITY

Meeting Date:			
Title:	Any other business deemed necessary and relating to items 1-7		
Summary:			
Background:			
ATTACHMENTS:			
Name:	Description:	Type:	

No Attachments Available