

## **ART AND CULTURE CENTER RE ROOF PROJECT**

### **ADDENDUM TO PSI'S PROPOSAL FOR TIPS CONTRACT 211001 JOB ORDER CONTRACTING**

#### **1. Insurance Requirements**

The insurance required by Article 5.6 of the General Conditions shall be as follows:

Any subcontractor used by the CONTRACTOR shall supply such similar insurance required of the CONTRACTOR. Such certificates shall name the City of Hollywood ("CITY") as an Additional Insured.

##### **1. BUILDERS RISK (BR 1) - Installation Floater: (Not Applicable)**

##### **2. GENERAL LIABILITY (GL3):**

Prior to the commencement of Work governed by the Contract, the CONTRACTOR shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the Contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability

Expanded Definition of Property Damage The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$1,000,000 per Person  
\$2,000,000 per Occurrence  
\$100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 12 months following the acceptance of Work by the CITY.

The CITY shall be named as Additional Insured on all policies issued to satisfy the above requirements.

### **3. GENERAL LIABILITY (GLXCU):**

Recognizing that the Work governed by the Contract involves either underground exposures, explosive activities, or the possibility of collapse of a structure, the CONTRACTOR'S General Liability Policy shall include coverage for the XCU (explosion, collapse, and underground) exposures with limits of liability equal to those of the General Liability Insurance policy.

### **4. VEHICLE LIABILITY (VL3):**

Recognizing that the Work governed by the Contract requires the use of vehicles, the CONTRACTOR, prior to the commencement of Work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the Contract and include, at a minimum, liability coverage for:

➤ Owned, Non-Owned,

and Hired Vehicles The

minimum limits acceptable

shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$500,000 per Person

\$1,000,000 per Occurrence

\$100,000 Property Damage

The CITY shall be named as Additional Insured on all policies issued to satisfy the above requirements.

### **5. WORKERS' COMPENSATION (WC2):**

Prior to the commencement of Work governed by the Contract, the CONTRACTOR shall obtain Workers' Compensation Insurance with limits sufficient to respond to the requirement of applicable state statutes.

In addition, the CONTRACTOR shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident

\$500,000 Bodily Injury by Disease, policy limits

\$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the Contract.

## 6. POLLUTION LIABILITY INSURANCE

The minimum limits of liability shall be:

\$1,000,000 per each claim / \$2,000,000 aggregate

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida, and the company or companies must maintain a minimum rating of "A" and Class X, as assigned by the A.M. Best Company.

The policy must be endorsed to provide the CITY with 30 days' notice of cancellation.

If the CONTRACTOR has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CITY shall recognize and honor the CONTRACTOR'S status. The CONTRACTOR may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance and endorsements providing details of the CONTRACTOR'S Excess Insurance Program.

If the CONTRACTOR participates in a self-insurance fund, a Certificate of Insurance and endorsements will be required. In addition, the CONTRACTOR may be required to submit updated financial statements from the fund upon request from the CITY.

## **2 Liquidated Damages**

Liquidated damages shall be paid by the CONTRACTOR to the CITY for failure to complete Work on time in accordance with the following schedule:

CONSTRUCTION/STARTUP/ACCEPTANCE:		
<u>Major Milestones</u>	<u>Completion Time (calendar days)</u>	<u>Liquidated Damages</u>
1. Substantial Completion	TBD	\$100/day
2. Project Closeout	30	\$100/day

The CITY is authorized to deduct the sums described above from the monies which may be due to the CONTRACTOR for the Work under the Contract. Liquidated damages shall be additive such that the maximum total which may be

deducted shall be \$200/day. Other damages for failure to meet warranty conditions as defined in other sections of the Specifications shall also be added with liquidated damages for failure to meet completion times. The Parties recognize and understand that liquidated damages are not a penalty for CONTRACTOR'S failure to comply with Contract deadlines, but rather, is a good faith estimate of the damages that the CITY will incur as a result of such failure.

### **3 Indemnification of City:**

- i. CONTRACTOR shall, at all times, indemnify, hold harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, servants or employees in the performance of services under this Contract.
- ii. CONTRACTOR further agrees, at all times, to indemnify, hold harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under the Contract Documents.
- iii. The obligations of the CONTRACTOR above shall not extend to the liability of the City of Hollywood.
- iv. The provisions of (a) and (b) above shall survive the expiration or earlier termination of the Contract Documents.

In consideration of the amount listed in the Schedule of Prices Bid and other valuable consideration, the Contractor shall defend, indemnify and save harmless the CITY, its officers, agents, and employees from or on account of any personal injury, loss of life or damage to property received or sustained by any person or persons during or on account of any operations connected with the construction of this Project; or by or in consequence of any negligence (excluding negligence of the CITY) in connection with the same; or by use of any improper materials or by or on account of any use of any improper materials or by or on account of any act or omission of the the CONTRACTOR or his subcontractor, agents, servants or employees.

CONTRACTOR agrees to indemnify and save harmless the CITY against any liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by the CONTRACTOR, his subcontractor, agents, servants or employees. CONTRACTOR further agrees to indemnify and save harmless the CITY from all such claims and fees, and from

any and all suits and actions of every name and description that may be brought against the CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above and elsewhere in the Contract Documents shall obligate the CONTRACTOR to defend, at his own expense, or to provide for such defense, at the CITY's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the CITY that may result from the operations and activities under this Contract, whether the construction operations be performed by the CONTRACTOR, his subcontractors or by anyone directly or indirectly employed by either.

Nothing in this indemnification shall be deemed to affect the rights, privileges or immunities of the CITY set forth in Section 768.28, Florida Statutes or otherwise at law.

The CITY will pay to the CONTRACTOR the specific consideration in the amount stated in the Schedule of Prices Bid. The CONTRACTOR shall acknowledge the receipt of payment and other good and valuable consideration from the CITY that has been paid to him as specific consideration for the indemnification provided herein and in accordance with the provisions of Section 725.06, Florida Statutes.

#### 4 Payment and Performance Bond

CONTRACTOR shall furnish Performance and Payment Bonds in amounts equal to the Contract Price as Security for the faithful performance and payment of CONTRACTOR'S obligations. The Bond or Bonds shall remain in effect one year after the date of final payment.