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February 2, 2023

Dana Nelson, Construction Management Support Services Manager
City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33020

Re: Fire Station #105 Building Roof Proposal
1511 South Federal Highway
Hollywood, FL 33020
TIPS CONTRACT: 211001 Job Order Contracting

Dear Mr. Nelson,

Attached is the Proposal and Scope of Work for the roofing work that we propose to complete at the **City of Hollywood, Fire Station #105**. The project scope includes a Limited Lifetime Warranty on the tile from the manufacturer. Based on this Scope of Work, pricing to complete the **Fire Station #105** project is **\$341,700.00** for the option of removal and reinstall Solar Panels. We provided a reduced option below for Solar Panel removal and disposal of **\$287,600.00**. This pricing is compliant with TIPS unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see the following instructions for the Purchase Order:

1. The Purchase Order will be issued to PSI Roofing.
2. The Purchase Order should be clearly marked "Per **TIPS Contract #211001 Job Order Contracting**"
3. EMAIL Purchase Order & VENDOR QUOTE TO:
 - A. TIPSP0@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER. ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.
 - B. cc: alopez@psi-roofing.com and tips@psi-roofing.com

PSI Roofing | 792 NE 45th St | Oakland Park, FL 33334
Office: (954) 791-7663 | Fax: (954) 202-2044
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4. Once the PO has been received, pricing compliance verification will take place using the RS Means accounting.

If you have any questions or need additional information, please contact our office.

Warm Regards,

Adolfo Lopez

Adolfo Lopez
PSI Roofing
792 NE 45th Street
Oakland Park, FL 33334
(954) 551-6287

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SPECIFICATION

JOB START

- a. Prior to starting of work owner shall receive a certificate of insurance from PSI Roofing.
- b. An inspection of the existing building shall be made to record existing damage from the existing roof.
- c. Property and landscaping shall be protected to help reduce damage which may be caused by the roof replacement operations. Owner is responsible to have all vehicles parked adjacent to the building removed during work hours.
- d. A pre-roofing conference shall be held with the Owner's representative to coordinate this project.
- e. Owner shall provide access to each of the structures for staging, storage, access of trucks, cranes, dumpsters, and materials, throughout the course of the project.
- f. If present, satellite dishes, cameras, solar panels, or lighting equipment mounted to the roof or parapet walls and any associated cables or conduits must be removed by others prior to the commencement of work. These items may be reinstalled by others as per the roofing manufacturer's requirements and details upon completion of the work.
- g. PSI Roofing's standard working hours are from 7 am to 5 pm, Monday through Friday. If work is required during off hours, such as nights, weekends or holidays, the work will be performed at an additional cost.
- h. PSI Roofing requests permission to display signage and/or banners, during the course of work, for marketing purposes.

SCOPE OF WORK – TILE SECTIONS

1. Solar Power System specialists will remove the existing solar panels, framing, hardware, cabling, and associated flashings and set aside for reinstallation. Fire Station to provide a secured storage area.
2. Tear off the current tile system, underlayment, and any associated flashings, down to the wood substrate. Inspect the plywood for damage or deterioration. Remove and replace any rotten plywood decking. Any plywood decking replacement will be additionally charged at \$10.00 per square foot with a full sheet (32 SF) minimum.
3. Remove and dispose of existing gutters. Existing downspouts to remain.
4. Inspect the fastening of the wood deck and, if necessary, install additional fasteners to the existing wood sheathing as required per local code requirements.
5. Install 30lb felt underlayment, mechanically fastened with ring shank nails and tin caps throughout the area of work.

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6. Install new drip edge in the Owner's choice of a standard color at all open eaves, approximately 720' LF.
7. Install one ply of self-adhered tile underlayment throughout the field fastened as per local building code requirements.
8. Install a 2-ply modified membrane over the cricket area where the lower roof adjoins with the higher building.
9. Install 2-ply modified flashing up on the wall abutting the crickets.
10. Cut and repair stucco where flashing terminates. Install new galvanized steel counterflashing.
11. Install the hip and ridge metal at the ridges of the roofs, where applicable.
12. Install Concrete S-Type Tile in the Owner's choice of a standard color using ICP AH-160 tile set adhesive in accordance with the local building code requirements.
13. All metal work shall be installed in accordance with the local building code.
14. Haul away all trash and debris, and clean grounds to customer's satisfaction.

METAL COMPONENTS, FLASHINGS AND ACCESSORIES

1. Provide and install new plumbing stacks (5).
2. Existing Lightning Protection system to be recertified following completion of roofing construction.
3. Install a new gutter replacing the existing, fastened and sealed as per code requirements (approximately 670 LF).
4. Install new 2x10 and 1x8 primed fascia board, fastened as per code requirements (approximately 735 LF).
5. All metal work will be performed in accordance with the local building code.

SOLAR PANEL SCOPE OF WORK

1. Disconnect existing solar panels and remove them from the roof.
2. Panels to be stored on site in secured area designated by the Station Chief.
3. Supply and replace any hardware needed to reset solar panels.
4. Reinstall solar panels and associated cabling.
5. Man lift & Hoisting equipment will be required to perform this scope. These costs are included in the contract.
6. This installation will comply with all local and federal codes along with authorities having jurisdiction under National Electrical Code compliance.

SOLAR PANEL ALTERNATE SCOPE OF WORK

1. Electrician to safely disconnect the solar array from the Station's shore power & remove any excess wiring or equipment. Dispose of any waste properly.
2. Disconnect existing solar panels. Tear off the panels, all mounting hardware & associated flashing accessories and dispose or recycle, if available.

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WARRANTY

1. Owner shall receive a Limited Lifetime Warranty from the Manufacturer for the tiles.
2. Owner shall receive a Five (5) Year PSI Superior Guarantee Warranty on workmanship.

PLEASE NOTE THE FOLLOWING SCOPE IS ALSO INCLUDED*:

Roof Uplift Calculations, Performance & Payment Bond, Hoisting, Warranty, Roof Permit and Disposal fees are included in the contract cost.

EXCLUSIONS FROM CONTRACT

Excluded; Interior/exterior painting, structural/non-roof related engineering, lightning protection, concrete cutting, stucco work, painting, EIFS repair, architectural moldings, any additional structural/decking work not listed above. New downspouts. Any repairs to, or replacement of, the existing solar system or solar panels. Troubleshooting and/or tracing of any devices outside scope of work area. Any repairs for existing code violations. Any cover and protect of interiors not listed above. No MOT or right of way included. Cover and protect of any area not associated with the roofing work such as the lobbies, balconies, shop, etc. No work on balconies or any other roof sections. Any mechanical, electrical, and plumbing unit repairs/removal or replacement not specifically described above. Disconnect and reconnect of satellite dishes is excluded. Work during night shift (6pm to 6am), holidays and weekends. Any work not mentioned above. All these items can be added to the contract after commencement of work upon contractor's discretion and owner's approval.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

New Tile Roof System	\$263,400.00	Initial Here for Acceptance _____
New Gutters	\$12,000.00	Initial Here for Acceptance _____
Total	\$275,400.00	Initial Here for Acceptance _____
Detach & Reset Solar Panels	\$66,300.00	Initial Here for Acceptance _____
Remove & Dispose Existing Solar Panels	\$12,200.00	Initial Here for Acceptance _____

With payment terms to be made as follows:

- 20% upon acceptance of contract
- 30% upon project commencement
- 40% upon substantial completion
- Balance upon issuance of warranties and release of lien.

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Time is of the essence with respect to the payment terms. Should default be made in payment, charges shall be added from the date thereof at rate of 1.5% percent per month. Owner is liable for all costs of filing lien on the property. If a dispute arises with respect to or related to this contract, all reasonable attorney's fees, expenses and costs shall be awarded to the prevailing party. Should the property owner not pay as agreed, Contractor has the right to discontinue the work until otherwise paid and the property owner is responsible for any damages that may occur due to their actions or lack of actions. No modifications to the payment terms are accepted without a signed written agreement from an officer of Contractor.

FORCE MAJEURE

Contractor shall have no responsibility for damages caused by circumstances beyond the reasonable control of the Contractor which prevent or impede the due performance of this contract including, but not limited to, war of hostilities, riot or civil commotion, epidemic, rain, hurricane, flood, fire, tornado, windstorm, or other natural disaster or act of God, as it is normally contemplated that these damages are covered by homeowner's insurance or business risk insurance and the Contractor is not liable for failure of performances due to these same reasons as well as the inability to obtain materials from usual sources, or any other circumstances beyond the control of Contractor whether of similar of dissimilar nature.

MATERIAL COST ESCALATION

If, during the performance of this contract, the cost of materials significantly increases, though no fault of contractor, the price of the contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding five percent (5%) experienced by contractor from the date of the contract signing. The contractual sum, time of completion or other contract requirements shall be equitably adjusted by Change Order in accordance to the Contract terms. Contractor shall provide evidence such increase in materials costs through quotes, invoices, or receipts upon written request.

Where the delivery of materials, equipment, or energy is significantly delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, equipment, or energy, contractor shall not be liable for any additional costs or damages associates with such delay(s). As used herein, a significant delay shall mean any delay exceeding 30 days experienced by contractor from the date of the contract signing. The contractual sum, time of completion or other contract requirements shall be equitably adjusted by Change Order in accordance to the Contract terms.

CANCELLATION

Once the contract is fully executed and the deposit made, unless the Contractor has already mobilized and/or ordered materials for the job, Owner has 72 hours to cancel this contract and receive a return of 100% of the deposit. If cancellation occurs after 72 hours, owner is liable for 20% of the gross contract amount as liquidated and agreed to damages. However, once work has commenced, owner is liable for

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the full amount of the contract or as otherwise agreed by mutual written agreement. Contractor is not responsible for delays due to construction problems unrelated to the roofing work. Contractor reserves the unilateral right to cancel this contract prior to commencement of work hereunder, for any reason or no reason.

RIGHT TO HIRE

Contractor reserves the right to hire other contractors to supplement or complete the work proposed.

APPLICABLE LAW

This contract shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this contract, venue for all claims shall be in Broward County, Florida.

The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this contract or to exercise any rights under this contract shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

EXTENT OF AGREEMENT

This contract represents the entire and integrated agreement between Contractor and Owner and supersedes all prior negotiations, representations or agreements, either written or oral and no course of prior dealing, usage of the trade or extrinsic or parole evidence shall be relevant to supplement, vary or explain any term used with respect to this contract. The acceptance or acquiescence of any course of performance rendered under this contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein.

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Contractor retains the initial right to remedy any consequential damages at the sole discretion of contractor and shall not be held liable for any damages occurring previous to or following performance of contracted work. Prior to any claim for default by Owner, Contractor must be given an opportunity to cure by Owner providing contractor 15 days after delivery of a written notice to cure the non-compliance with contract. PSI Roofing must be allowed access to all interior spaces prior to commencement to document existing conditions or PSI Roofing will have no responsibility for interior damages. Any alteration or deviation from specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. PSI Roofing cannot be held responsible for the existence of ponding water after the new roof installation because a tapered insulation system is not being installed. PSI Roofing will not take responsibility for personal injury to any person or persons who may fall on or from the roof as a result of our workmanship or materials or said persons interaction with same. We strongly advise that any persons who access the roof top of your building make use of personal fall protection equipment and follow OSHA guidelines for fall protection, failure to do so can result in bodily injury or death and PSI Roofing will not take responsibility for any person accessing the roof top other than our employees. Visit your rooftop at your own risk. All agreements contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado, and other necessary insurance. It is understood that PSI Roofing and PSI Roofing's insurer will exclude all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly in whole or in part by mold, including fungus or mildew regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage. PSI Roofing is not a mold expert and it strongly recommends that a mold inspection be completed by an indoor air quality professional retained by the owner prior to commencement. This project may be stopped if progress payments are not made on time. If it becomes necessary for this contractor to expend legal fees to collect our monies under this contract,

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these legal fees will be the responsibility of the property owner and will added to the amounts due Contractor. Signer shall be personally liable. All warranties are to be issued upon completion of contract. The warranty is the sole remedy for any actions or remedies that arise or are sought as a result of the performance of this contract. Warranty shall be void if annual maintenance is not performed. An insurance certificate made out to the owner will be provided free of charge, if the owner requests to be listed as an additional insured, this service will be provided at cost.

Prior to commencement of the Work and where any form of payment or performance bond is required, PSI may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Owner shall furnish such evidence within five (5) business days of request as a condition precedent to issuance of a payment or performance bond and commencement or continuation of the Work. If Owner fails to timely furnish such evidence after request, then upon an additional five (5) business days' notice, PSI may refuse to commence Work or suspend performance of the contract until such time as Owner complies with the request and the property owner is responsible for any damages that may occur due to their action or lack of action. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to PSI. Should PSI make a reasonable request based on prior delays in payment, Owner shall provide adequate evidence as to existence of funds sufficient to pay amounts remaining due and owing to PSI at the time of any applications for payment.

The Owner shall have the right to require that PSI furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The cost of such bonds is a Cost of the Work. Any bonds so furnished shall be in forms and amounts acceptable to PSI and its surety, and from a surety licensed in Florida. The parties acknowledge that agreement on the form and amount of a bond where PSI is the principal is a condition to any obligation by PSI to execute the Contract.

It is also understood that PSI Roofing and its insurer will exclude from all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly, in whole or in part by [1] mold, including fungus or mildew, or [2] actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, including materials to be recycled, reconditioned or reclaimed, regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

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FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

(850) 487-1395, 1940 N. Monroe St, Tallahassee, FL 32399-0783, www.myfloridalicense.com.

Authorized Signature

Adolfo Lopez – PSI Roofing

Note: This proposal may be withdrawn by us if not accepted within (14) days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Form with fields for Date, Signature, and Printed Name for two parties.

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ROOF AERIAL VIEW: (WORK SCOPE IS MAIN TILE ROOF AREAS WITHIN RED LINES)



Attached Addendum includes verbiage from the City of Hollywood for inclusion of this contract. The addendum includes:

- Insurance Requirements for the City of Hollywood.
- Liquidated Damages for contract completion
- Indemnification

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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.