

ROOFING CONTRACTOR AGREEMENT

THIS AGREEMENT is effective as of the date of the last signatory and is by and between **THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE**, 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, (referred to as "OWNER"), and **ADVANCED ROOFING, INC.**, located at 1950 NW 22nd Street, Fort Lauderdale, FL 33311, hereinafter referred to as "ROOFING CONTRACTOR").

W I T N E S S E T H :

WHEREAS, the OWNER wants to enter into an AGREEMENT with a Roofing Contractor who will serve as the primary point of responsibility for the performance of multiple envelope waterproofing contraction and repair projects; as well as manage a long-term roof assessment maintenance program.

WHEREAS, the OWNER has selected the ROOFING CONTRACTOR in accordance with the provisions of Florida Statutes, who will provide services as directed by the OWNER for such projects and tasks as may be required from time to time by the OWNER.

NOW, THEREFORE, OWNER and ROOFING CONTRACTOR have agreed as follows:

- A. The ROOFING CONTRACTOR agrees to perform services for the OWNER as herein set forth relative to projects that arise during the term of this AGREEMENT
- B. OWNER's engagement of the ROOFING CONTRACTOR is based upon the ROOFING CONTRACTOR's representations to the OWNER as follows:
 - 1. ROOFING CONTRACTOR is an organization experienced in providing roofing and waterproofing services, authorized, registered, and licensed to do business in the State of Florida and Broward County;
 - 2. ROOFING CONTRACTOR is qualified, willing and able to perform the required services for the projects from an operational office located in the tri-county area using in-house staff.
 - 3. ROOFING CONTRACTOR has the expertise and ability to provide roofing and waterproofing services for projects and repairs that will meet the OWNER's objectives and requirements and roofing industry standards.
- C. OWNER agrees to pay ROOFING CONTRACTOR for such services in accordance with the prices contained in Article 22 (Unit Prices).
- D. The AGREEMENT includes the following documents which are incorporated herein:
 - 1. Attachment 1 Roofing Agreement Pricing

2. Exhibit B, as applicable, if signed by the parties (There is no Exhibit A or C)
3. RFP and, if any, amendments
4. ROOFING CONTRACTOR Proposal and, if any, revisions/updates

In the event of a conflict between the documents, the order of priority shall be:

- 1) This AGREEMENT; then
- 2) RFP and RFP Amendments, if any, with the latest taking precedence and chronologically thereafter; then
- 3) ROOFING CONTRACTOR Proposal and, if any, updates/revisions with the latest taking precedence and chronologically thereafter

E. The parties further agree to the following conditions:

1) ROOFING CONTRACTOR'S PROFESSIONAL SERVICES

The ROOFING CONTRACTOR shall provide professional roofing services for the projects and repairs in accordance with the Terms and Conditions of this AGREEMENT, the materials and labor shall meet or exceed the current building code for roofing and waterproofing.

The ROOFING CONTRACTOR shall furnish roofing services as a professional licensed in, and in accordance with, professional standards consistent with those provided by the roofing industry and requirements in the State of Florida which customarily provide similar services to institutions similar to the OWNER. The governing standards shall be those in effect at the time any work under this AGREEMENT is to be performed. The governing codes, laws and regulations are referenced in the Florida Building Code, State Requirements for Educational Facilities (SREF), or are otherwise listed in this AGREEMENT or the individual project's documentation.

ROOFING CONTRACTOR shall insure that all specifications, documents or materials provided or prepared by ROOFING CONTRACTOR are:

- a) Sufficient, complete, accurate and adequate to meet the minimum applicable standard.
- b) Consistent with the OWNER's budget requirements for the project and the project schedule;
- c) Consistent with the OWNER's aesthetic, functional, and operational objectives as expressed in the BC Facilities Program, or as amended by mutual agreement;
- d) Compliant with all laws, statutes, rules and regulations, building codes, LEED requirements, and OWNER's standards, guidelines and regulations, which apply to or govern the project.
- e) Compliant with Florida Building Code latest edition and current amendments

The OWNER has computerized all aspects of their operation; therefore, all ROOFING CONTRACTOR Design and AGREEMENT Documents shall be prepared in electronic media. Project specifications, and written documentation shall be formatted in AutoCad latest version, Drawing read/write format or higher. Organization of all AGREEMENT documents and layering shall be as defined by the National CAD Standards.

ROOFING CONTRACTOR's services shall be performed as expeditiously as is consistent with the ordinary progress of work. The ROOFING CONTRACTOR shall submit for the OWNER's approval a schedule for the performance of services which may be adjusted at the OWNER's sole discretion as the project proceeds, and may include allowances or periods of time required for the OWNER's review and for approval of submissions to authorities having jurisdiction over the project. Time limits established by the schedule approved by the OWNER shall not be exceeded by the ROOFING CONTRACTOR unless pre-approved by the OWNER.

ROOFING CONTRACTOR agrees that if the project is constructed in accordance with the design, that the project will meet the OWNER's objectives ~~as described in Paragraph 1.2~~

The OWNER, at its sole discretion, may direct the ROOFING CONTRACTOR, at no additional cost to the OWNER, to promptly and satisfactorily correct any services provided pursuant to this AGREEMENT that are found to be defective or not in compliance with the requirements of this AGREEMENT or the requirements of any laws, statutes, rules, regulations, ordinances, regulations, building codes and OWNER's guidelines which apply to or govern the project at the time of execution of this AGREEMENT. OWNER's approval, acceptance, use or payment for all or any part of ROOFING CONTRACTOR's services hereunder or of the project itself shall in no way alter ROOFING CONTRACTOR's obligations to the OWNER pursuant to this AGREEMENT or the OWNER's right to demand correction of unsatisfactory services provided under this AGREEMENT.

2) ROOFING CONTRACTOR'S BASIC SERVICES

The ROOFING CONTRACTOR will provide roofing repair services and roofing services on all Campuses of OWNER on an ongoing basis for multiple projects each individual project not to exceed \$2,000,000 in AGREEMENT value.

The ROOFING CONTRACTOR shall assume full responsibility and be held liable to the OWNER for all damage or injury to persons, property or equipment that is the direct result of any services performed under this AGREEMENT. The extent of this responsibility includes any property located on the OWNER's premises, whether or not the property is owned, leased or is otherwise contracted to the OWNER.

Hurricane Response. A representative from the ROOFING CONTRACTOR shall communicate with the OWNER via telephone, number to be provided by the OWNER; If telephone service is not available, representative should show up at the designated Command Center after any severe weather activity, including but not limited to storms, tropical storms or hurricanes to evaluate and help to delineate a plan to mitigate and repair any roofing damages as soon as possible. The location of the Command centers are as follows: Primary location Command Center is in Broward College Central Campus, Building 23, Rm. 103, 3501 SW Davie Road, Davie FL 33314; alternate Command Center is located in Broward College, North Campus, Building 42, 1000 Coconut Creek Blvd, Coconut Creek, FL 33066 or any other place designated by the OWNER.

ROOFING CONTRACTOR shall designate a primary and secondary contact and provide all necessary contact information. The contact identified by ROOFING CONTRACTOR will contact the OWNER immediately following an emergency weather event and will remain in contact with the OWNER on an emergency status until the OWNER returns to normal operations.

All materials used will be new and meet or exceed the minimum specification or building code requirement.

All work performed must be inspected by the appropriate building official. Any work covered prior to inspection must be uncovered, at ROOFING CONTRACTOR's expense, and inspected accordingly.

ROOFING CONTRACTOR will take all appropriate steps and will act expeditiously to minimize damage to OWNER property while under a storm watch, warning or aftermath. Said actions require verbal approval and will be memorialized immediately following the threat.

ROOFING CONTRACTOR shall immediately advise OWNER, in writing, of any discrepancy or error contained in the documents or observed in the project.

3) ROOFING CONTRACTOR'S COMPENSATION

All payments to the ROOFING CONTRACTOR in accordance with the Terms and Conditions of this AGREEMENT shall be as follows:

In the case of re-roofing project which duration extends over a month, monthly progress payments may be made after OWNER verifies and approves that the percentage of work in the application is completed pursuant to the terms and conditions of this AGREEMENT. Final Payment will be made upon acceptance by OWNER and receipt of invoice as identified below.

- a) In the case of roofing repairs ROOFING CONTRACTOR will present invoice based on the unit prices submitted and payment will be made upon acceptance by OWNER. Unit pricing must be verified and approved by OWNER.
- b) If during any phase of service work is suspended by the OWNER in whole or in part, the ROOFING CONTRACTOR is to be paid for the service performed prior to receipt of written notice from the OWNER of such suspension. The percentage of completion shall be determined by the OWNER.
- c) For the duration of this AGREEMENT as set forth herein, the ROOFING CONTRACTOR shall guarantee the unit prices as stipulated in Article 22 of this AGREEMENT. All items of that response shall be part of this AGREEMENT. ROOFING CONTRACTOR must receive written approval from OWNER prior to requesting any payment which is not in compliance with Article 22.

- d) A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of the OWNERS AGREEMENT Originator. Invoices may be submitted via email, facsimile or U.S. mail. It is the policy of the OWNER that payment for all goods and services shall be made in a timely manner. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "Proper" invoice is defined as an invoice that conforms to all statutory requirements and all OWNER requirements as specified in this AGREEMENT for invoice submission. The time at which payment shall be due from the OWNER shall be thirty (30) days from receipt of a Proper invoice and acceptance of deliverables, based on compliance with the statutory requirements set forth in Section 218.70 et al., Florida Statutes and upon satisfaction of the OWNER conditions that are detailed herein.

4) OWNER'S RESPONSIBILITIES

The OWNER will provide full information as to its requirements for the project.

The OWNER'S representative authorized to act in its behalf with respect to the project is the Associate Vice President Facilities or his authorized designee. The OWNER or its representative will examine documents submitted by the ROOFING CONTRACTOR and will render decisions pertaining thereto in a timely manner, in order to avoid unreasonable delay in the orderly and sequential progress of the ROOFING CONTRACTOR's services.

The OWNER will furnish the services of consultants when such services are deemed necessary by the OWNER and ROOFING CONTRACTOR.

The OWNER's representative, which may include consultant(s), will furnish scope of work to the ROOFING CONTRACTOR.

The OWNER will furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the AGREEMENT Documents, and ROOFING CONTRACTOR shall reasonably rely on the accuracy and completeness of said reports.

5) ROOFING CONTRACTOR'S REIMBURSABLE EXPENSES

Fees paid for securing approval of authorities having jurisdiction over the project and/or other reimbursable expenses identified in the OWNER'S purchase order.

6) PROJECT CONSTRUCTION COST

Project construction cost shall be based upon a detailed estimate of project construction cost based on current area, volume and unit costs as specified in Article 22. Each Individual roofing project cost shall not exceed Two Million dollars (\$2,000,000).

Nothing in this AGREEMENT shall prevent or limit the OWNER from directly buying materials or equipment using the "Owner Direct Purchase Program" and/or from using the services of any other contractor to provide the types of service contemplated in this AGREEMENT.

Project construction cost does not include the fees of consultants, change orders, and contingencies or other costs which are the responsibility of the OWNER.

Deviations from cost for items not found in the unit measures or unit costs, as specified in Article 22, for additional scope may be based on applicable R.S. Means Construction Cost Data upon acceptance by OWNER and written authorization from the OWNER.

7) PERIOD OF SERVICE

THE PERIOD OF SERVICE for a specific project or task authorized by the OWNER'S purchase order under this continuing AGREEMENT shall be as indicated in the project proposal.

Upon written authorization from the OWNER via the OWNER's purchase order, the ROOFING CONTRACTOR shall proceed with the performance of the services called for in the project proposal.

Scope of work will be provided by ROOFING CONTRACTOR by OWNER representative, which may include OWNER'S consultant. After acceptance by the OWNER of the construction Documents and revised estimate of construction cost, indicating any specific modifications or changes in scope desired by the OWNER and upon written authorization from the OWNER via OWNER'S purchase order, the ROOFING CONTRACTOR shall proceed with the performance of the services called for in the construction documents.

Unless sooner terminated as provided in ARTICLE 10 herein, this AGREEMENT shall remain in force in accordance with of the following provisions:

For a period of three (3) years for the issuance of OWNER'S purchase orders and then for twelve (12) months after the completion of any project pursuant to this AGREEMENT. The term of the AGREEMENT may, by mutual agreement between the OWNER and ROOFING CONTRACTOR, be renewed for two (2) additional one-year periods. If necessary, the OWNER may extend the AGREEMENT for ninety (90) days beyond the expiration date of the final term of the AGREEMENT.

ROOFING CONTRACTOR acknowledges that its failure to timely perform services pursuant to this AGREEMENT may cause OWNER to sustain loss and damages that if proven to be the responsibility of the ROOFING CONTRACTOR shall be recoverable by the OWNER from the ROOFING CONTRACTOR.

Extensions of time for completion may be granted by the OWNER in the event of a delay on the part of the OWNER in fulfilling its obligations pursuant to this AGREEMENT. Extensions of time

shall serve as the ROOFING CONTRACTOR's sole and exclusive remedy. Granting of an extension of time shall not be a basis or a cause for any claims or causes of action by the ROOFING CONTRACTOR for additional or extra compensation. Under no circumstances shall the ROOFING CONTRACTOR be entitled to additional compensation or payment as a result of or relating to delays that occur with respect to the project. Extensions shall be considered and granted at the discretion of the OWNER.

8) PAYMENTS TO THE ROOFING CONTRACTOR

Payments on account of the ROOFING CONTRACTOR's services shall be as follows:

- a) For Basic Services, payments shall be made ~~on~~ at the completion of each repair or monthly payments for a re-roofing project which duration exceeds 30 calendar days upon presentation of a detailed invoice with supporting documentation.
- b) All payments must comply with the unit references of Article 22, and applicable R.S. Means Construction Cost Data when authorized by OWNER, herein. Any deviation must be approved by the Associate Vice President of Facilities.
- c) All partial payment requests are subject to verification and approval by the OWNER. A partial payment request will be adjusted by the OWNER if work completed at the time of the payment application is determined by the OWNER to be less than what is requested by the ROOFING CONTRACTOR. OWNER's decision is final and non-appealable.

9) ROOFING CONTRACTOR'S ACCOUNTING RECORDS AND RIGHT TO AUDIT

ROOFING CONTRACTOR's records which shall include but not be limited to accounting records, written policies and procedures, Sub-Consultants files (including proposals of successful and unsuccessful Sub-Consultants), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this AGREEMENT (all the foregoing hereinafter collectively referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by OWNER's agent or its authorized representative to extent necessary to evaluate and verify any invoices, payments or claims submitted by ROOFING CONTRACTOR or any of its payees relative to the project. Records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify prices, reimbursable services, etc. as they may apply to costs, matters or items associated with this AGREEMENT. ROOFING CONTRACTOR is responsible for and will work with OWNER to respond to a properly submitted request for information to the extent such information is in ROOFING CONTRACTORs care, custody, and control.

For the purpose of such audits, inspections, examinations and evaluations, the OWNER's agent or authorized representative shall have access to said records from the effective date of this AGREEMENT, for the duration of the work, and until five (5) years after the date of final payment by OWNER to ROOFING CONTRACTOR pursuant to this AGREEMENT.

OWNER's agent or its authorized representative shall have access to all necessary records, and shall be provided with adequate and appropriate work space at the ROOFING CONTRACTOR's facility, in order to conduct audits in compliance with this Article. OWNER's agent or its authorized representative shall provide auditees reasonable advance notice of its intent to perform an audit.

ROOFING CONTRACTOR shall require all Sub-Consultants, if any, to comply with the provisions in this Article by insertion of the requirements hereof in any written AGREEMENT relative to this project. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the ROOFING CONTRACTOR pursuant to this AGREEMENT.

If an audit inspection or examination conducted in accordance with this Article, discloses overcharges (of any nature) by the ROOFING CONTRACTOR to the OWNER the ROOFING CONTRACTOR shall return the overpaid monies, including any prevailing interest that may have accrued, within ten (10) days of notification. If the overpayments are in excess of Five Percent (5%) of the total AGREEMENT billings to the date of the audit, the actual cost of the OWNER's audit shall be paid by the ROOFING CONTRACTOR.

ROOFING CONTRACTOR agrees to comply with all State and Federal laws regarding document and record retention, Freedom of Information and F.S. 119.07 requests. ROOFING CONTRACTOR also agrees to cooperate and produce records in compliance with a request to audit by the OWNER or any other government agency. ROOFING CONTRACTOR is solely responsible and shall indemnify the OWNER for the cost of any litigation which results from ROOFING CONTRACTOR's failure to timely comply with any such request.

10) TERMINATION OF AGREEMENT

The OWNER has the right to terminate this AGREEMENT for its own convenience on seven (7) days written notice. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to the work authorized under this AGREEMENT, whether finished or not, must be furnished to the OWNER.

A "material breach" of this AGREEMENT is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the AGREEMENT.

If the ROOFING CONTRACTOR materially fails to fulfill its obligations under this AGREEMENT, the OWNER will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The ROOFING CONTRACTOR shall have thirty (30) days

to cure the breach. If the ROOFING CONTRACTOR fails to cure the breach within the thirty (30) day period, the OWNER shall issue a Termination for Default Notice. The OWNER may pursue whatever legal and/or equitable remedies it chooses regarding ROOFING CONTRACTOR's breach of contract.

ROOFING CONTRACTOR may terminate this AGREEMENT only for a material breach of the AGREEMENT. ROOFING CONTRACTOR must provide the OWNER with written notice of the material breach, and OWNER has ten (10) days to cure the breach. Except in the event of a dispute concerning the payment of fees or reimbursable expenses to ROOFING CONTRACTOR or except in the event of a request that ROOFING CONTRACTOR perform work or provide services which the ROOFING CONTRACTOR contends to be contrary to applicable codes, or contrary to acceptable design practices, statutes or other legal requirements, the ROOFING CONTRACTOR shall be obligated to continue performance in accordance with the terms of this AGREEMENT, unless instructed by the OWNER to suspend or delay performance.

Upon termination by OWNER, ROOFING CONTRACTOR may be liable to OWNER for any damage or loss resulting from ROOFING CONTRACTOR's failure to properly perform pursuant to this AGREEMENT and/or applicable building codes. Damages may include, but are not limited to reasonable costs in addition to those agreed to herein for arranging for and acquiring professional services to achieve completion of the project, repair or replace any work improperly performed, any delay damages paid by or incurred by OWNER, that are determined to be the responsibility of the ROOFING CONTRACTOR. The rights and remedies of OWNER provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this AGREEMENT.

11)SUCCESSORS AND ASSIGNS

OWNER and ROOFING CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this AGREEMENT. Neither the OWNER nor the ROOFING CONTRACTOR shall assign, sublet or transfer its interest in this AGREEMENT without the prior written consent of the other.

12)CLAIMS AND DISPUTES

UNDER THE TERMS OF THIS AGREEMENT, the ROOFING CONTRACTOR shall not have any right to compensation other than that provided by this AGREEMENT. To satisfy any claim of any kind whatsoever the ROOFING CONTRACTOR must deliver its claim to the OWNER within ninety (90) calendar days from the date in which the act or event constituting the basis of such claim occurs. Failure to present any claim arising under this AGREEMENT within the ninety (90) calendar day time period specified above shall constitute waiver and abandonment of claimant's right to said claims.

All such claims shall be set forth in a petition addressed to the OWNER stating the following:

- a) The ROOFING CONTRACTOR's name and business address;
- b) A concise statement of the ultimate facts, including a statement of all disputed issues of material fact, upon which the claim is based;
- c) A concise statement of the provisions of the AGREEMENT, together with any Federal, State and local laws, ordinances or code requirements or customary practices and usages in the trade or profession asserted to be applicable to the questions presented by the claim;
- d) A demand for the specific relief which the ROOFING CONTRACTOR deems itself entitled pursuant to this AGREEMENT.

Within a reasonable period of time from the receipt of any petition setting forth the claim, the OWNER shall provide the ROOFING CONTRACTOR its written response stating OWNER'S position with respect to each claim asserted.

13) EXTENT OF AGREEMENT

This AGREEMENT represents the entire and integrated agreement between the OWNER and the ROOFING CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this AGREEMENT. The acceptance or acquiescence of any course of performance rendered under this AGREEMENT shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This AGREEMENT may be amended only by written resolution of the OWNER and thereafter a written instrument signed by both OWNER and ROOFING CONTRACTOR.

This AGREEMENT is for the benefit of the parties to the AGREEMENT and is not for the benefit of any other parties nor shall it create a contractual relationship with any other party.

14) LITIGATION AND MEDIATION

In the event either party institutes litigation regarding or relating to this AGREEMENT or for breach of any of its terms, then the prevailing party shall be entitled to recover its costs and reasonable attorney's fees for the litigation and all appeals. Litigation shall have venue in Broward County, Florida.

Mediation shall serve as a condition precedent to litigation initiated by either party.

The parties shall endeavor to resolve all claims herein by mediation. In the event a mediator cannot be selected by consent, the parties shall request that the American Arbitration Association

to appoint a Board Certified Florida Mediator experienced with design and construction disputes. Requests for mediation shall be in writing and filed with the other party to this AGREEMENT. Mediation shall proceed in advance of litigation.

The parties agree to equally split all mediation fees. Mediation shall be conducted in Broward County, unless another location is mutually agreed upon. All agreements reached in mediation shall be enforceable as a settlement agreement as contemplated by the Florida Rules of Civil Procedure.

15) TIME OF THIS AGREEMENT

Time is of the essence relating to the performance of this AGREEMENT.

16) APPLICABLE LAW

This AGREEMENT 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 the AGREEMENT, venue for all claims shall be in Broward County, Florida.

It is agreed between the OWNER and the ROOFING CONTRACTOR that by reference there is incorporated herein all applicable Federal law (specifically, the Americans With Disabilities Act), Florida Law, State Board of Education Regulations (SREF) and local laws/regulations, and the ROOFING CONTRACTOR in rendering services agrees to comply with all such laws and regulations; and, in the event there is found to be a conflict between other conditions of this AGREEMENT, or OWNER'S purchase order, and applicable Florida Law and State Board of Education Regulations (SREF), the latter shall govern.

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

17) PROGRESS REPORTS

The ROOFING CONTRACTOR shall submit monthly progress reports in a format approved by the OWNER within thirty (30) calendar days of the execution of the OWNER'S purchase order. Progress reports shall describe the progress of each project or repair performed, if full performance/completion of said project or repair is anticipated and approved by the OWNER for a period in excess of forty-five (45) days.

18) CERTIFICATES

Upon completion of the project, the ROOFING CONTRACTOR shall certify that the project has been constructed in accordance with the approved construction documents, including all Addenda and Change Orders, and that all payments received were consistent with applicable R.S. Means Construction Cost Data and Article 22 herein. The ROOFING CONTRACTOR shall furnish a certification that the project has been constructed free of asbestos-containing materials, and shall furnish other certificates as may be required by State laws and regulations.

The ROOFING CONTRACTOR shall provide a Contractor's NDL (No Dollar Limit) warrantee of materials and workmanship for all work or services for a minimum of one (1) year, unless otherwise stipulated. A Manufacturer's NDL warrantee shall be provided for all work or services for a specific period where stipulated in project Documents.

19) WARRANTY INSPECTION

The ROOFING CONTRACTOR and the OWNER's representative shall visit the project prior to the expiration of the ROOFING CONTRACTOR'S one (1) year warranty period; the OWNER shall note any breaches or violations of the guarantees provided by the ROOFING CONTRACTOR, and report the same if any are observed or discovered, in writing to the ROOFING CONTRACTOR for remediation within a reasonable time.

The ROOFING CONTRACTOR shall not limit or exclude any express or implied warranties and any attempt to do so shall render this AGREEMENT void, at the option of the College. The ROOFING CONTRACTOR warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

20) INDEMNIFICATION OF OWNER

To the fullest extent permitted by law, ROOFING CONTRACTOR shall indemnify and hold harmless the OWNER, its employees, trustees and agents as identified by OWNER (hereinafter collectively "Related Parties") from and against any and all liability, claims and causes of actions by whomsoever brought or alleged, and regardless of the legal theories upon which the liability, claims or cause of actions are based, including but not limited to, damages, property losses, costs, expenses and reasonable fees for attorneys, expert witnesses, and other consultants, which are or may be imposed upon, incurred by or asserted against OWNER and/or its Related Parties, actually or allegedly arising out of, or resulting from the ROOFING CONTRACTOR'S alleged or actual negligent performance of services, acts, errors or omissions. The foregoing indemnity from the ROOFING CONTRACTOR shall include, but not be limited to, claims or causes of action alleging or involving joint negligence.

This indemnification shall survive both the termination of this AGREEMENT and/or completion of each project.

21)INSURANCE

The ROOFING CONTRACTOR shall procure and maintain, through the term of this AGREEMENT, insurance coverage not less than the amounts identified below and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the ROOFING CONTRACTOR. The ROOFING CONTRACTOR must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the OWNER has received a Certificate of Insurance in compliance with the above requirements.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of ROOFING CONTRACTOR is completed plus an additional six (6) months thereafter except that the Professional Liability Insurance shall be three (3) years as identified below. All certificates and endorsements required herein shall state that OWNER shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. If any insurance coverage will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration. ROOFING CONTRACTOR's failure to provide to OWNER proof of insurance, may be, at the sole discretion of the OWNER, the basis for the termination of this AGREEMENT. Insurance certification must list OWNER as a Certificate Holder.

The Comprehensive General Liability and Professional Liability policies shall provide coverage for the indemnification provisions of Article 20 above and the general liability policy shall specifically reference the OWNER as additional insured. The insurance referenced herein shall be obtained in order to pay damages for claims arising out of or relating to the services performed by the ROOFING CONTRACTOR or any person employed or acting on the ROOFING CONTRACTOR's behalf (including but not limited to sub-CONTRACTORS) in connection with this AGREEMENT. The ROOFING CONTRACTOR acknowledges that the policies of insurance currently maintained by the ROOFING CONTRACTOR comply with the requirements of this paragraph, with respect to insuring the indemnity obligation.

PROFESSIONAL LIABILITY INSURANCE: The ROOFING CONTRACTOR shall provide Professional Liability Insurance. Professional Liability Insurance Policy shall be no less than ONE MILLION DOLLARS (\$1,000,000.00) specific and exclusive to each project. ROOFING CONTRACTOR agrees to keep insurance policy in place for three (3) years after completion of the project provided that said insurance is reasonably available. All premiums, costs and expenses for the requirement of professional liability insurance coverage shall be paid for by the ROOFING CONTRACTOR.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: The limits of liability provided by such policy shall be as follow:

- \$1,000,000 Each Occurrence
- \$ 100,000 Fire Damage (Any one Fire)
- \$ 5,000 Medical Payments (Any one person)
- \$3,000,000 General Aggregate
- \$5,000,000 Excess Liability or Umbrella

AUTOMOBILE INSURANCE shall carry liability limits of at least ONE MILLION DOLLARS (\$1,000,000.00) for damages for any one occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) for damages for all occurrences.

WORKERS COMPENSATION. ROOFING CONTRACTOR shall maintain worker's compensation insurance in compliance with Florida Statutes Chapter 440. Waiver of Subrogation Endorsement must show school in schedule.

CRIME OR FAITHFUL PERFORMANCE, \$100,000 employee theft per loss, \$100,000 depository forgery or alteration, \$100,000 computer and funds transfer fraud. Add "Theft of Clients Property off Premises-Schedule" naming OWNER and showing limits of \$100,000.

BUILDER'S RISK INSURANCE for the perils of fire, vandalism, malicious mischief and those included in extended coverage, such as windstorm/Hurricane, theft and building collapse. Insured at the value of one hundred percent (100%) of the values at risk both hard and soft costs. Such policies shall be written to protect the ROOFING CONTRACTOR and the OWNER, its members, officers, employees and agents as their interest may appear.

Such insurance policy or policies shall be issued by United States Treasury or approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. The ROOFING CONTRACTOR shall specifically protect the OWNER by naming the OWNER as a named insured under the Comprehensive General Liability Insurance policy hereinafter described. The Professional Liability policy shall reference each project by endorsement, which is satisfied by the project name being listed on the insurance certificate.

Unless otherwise stated above, all policies and coverages required hereinabove shall remain in effect until all services covered under this AGREEMENT have been performed by the ROOFING CONTRACTOR and accepted by the OWNER.

22) UNIT PRICES

ROOFING CONTRACTOR agrees that all pricing and requests for payment will be based on the unit prices contained in Attachment 1 unless otherwise approved by the OWNER pursuant to the terms and conditions of this AGREEMENT.

ROOFING CONTRACTOR agrees to use industry standard for estimating the units needed for each project in compliance with, and not to exceed, applicable R.S. Means Construction Cost Data. ROOFING CONTRACTOR acknowledges that any over-estimating/billing is a material breach of this AGREEMENT for which ROOFING CONTRACTOR may be liable to the OWNER pursuant to the terms and conditions of this AGREEMENT.

ROOFING CONTRACTOR agrees to receive prior approval for any deviations from the unit measures and prices contained in this AGREEMENT for each particular project.

23)INDEPENDENT CONTRACTOR

The ROOFING CONTRACTOR shall be considered an independent contractor and nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the AGREEMENT. Both Parties are free to enter into AGREEMENTs with other Parties for similar services. The College assumes no duty with regard to the supervision of the ROOFING AGREEMENTOR and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the AGREEMENT. In the event the ROOFING CONTRACTOR is a sole proprietor, the ROOFING CONTRACTOR is responsible for submitting legally required tax returns to the Federal Government.

24)IMMIGRATION

The ROOFING CONTRACTOR shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the ROOFING CONTRACTOR and made available for inspection on demand by the OWNER. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the AGREEMENT. The ROOFING CONTRACTOR shall maintain records verifying the rate of pay for each employee working on this AGREEMENT and make such records available for inspection on demand by the OWNER. Failure to comply with these provisions shall be a material breach of the AGREEMENT and cause for termination of the ROOFING CONTRACTOR.

25)CHANGE IN PERSONNEL

The OWNER may at any time and at its sole discretion request that the ROOFING CONTRACTOR replace any ROOFING CONTRACTOR personnel provided by the ROOFING

CONTRACTOR to work on this AGREEMENT if the OWNER believes that it is in the best interest of the OWNER to do so. The OWNER may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the OWNER's written request for a change of personnel. The ROOFING CONTRACTOR shall place the above language in any AGREEMENT that it has with subcontractors. The ROOFING CONTRACTOR will enforce the replacement of subcontractor personnel upon a request by the OWNER.

26)BACKGROUND CHECKS

ROOFING CONTRACTOR shall conduct thorough background checks for all of the ROOFING CONTRACTOR's employees or hired workers who will be working on any OWNER site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the ROOFING CONTRACTOR shall determine whether the ROOFING CONTRACTOR's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the OWNER. The OWNER will rely on the ROOFING CONTRACTOR's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the OWNER, based on the background check conducted by the ROOFING CONTRACTOR. Prior to allowing any employees or hired workers to work on-site at OWNER facilities, the ROOFING CONTRACTOR will provide written verification to the OWNER that a complete background check, as described above, was conducted for any such employee or hired worker. The ROOFING CONTRACTOR will place the above language in any AGREEMENT that it has with its subcontractors and is responsible for enforcement of this provision.

ROOFING CONTRACTOR who has long term onsite workers performing work at OWNER facilities agrees to be bound by the OWNER policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

27)MARKETING

ROOFING CONTRACTOR may use the OWNER's name in marketing materials for the purpose of publicizing AGREEMENT awards; however, ROOFING CONTRACTOR is prohibited from obtaining affirmations from OWNER staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the ROOFING CONTRACTOR as well as the products and/or services offered by the ROOFING CONTRACTOR. The OWNER, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. ROOFING CONTRACTOR is strictly prohibited from releasing any statements to the media regarding work performed under this AGREEMENT without the review, and the express prior written approval of the OWNER. The OWNER's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

28)EMPLOYMENT BENEFITS

ROOFING CONTRACTOR expressly understands and agrees that ROOFING CONTRACTOR, its officers, agents, and employees, are not entitled to any employment benefits from the OWNER.

29)STOP WORK ORDER

The OWNER may order that all or part of the work stop if circumstances dictate that this action is in the OWNER's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the OWNER's Board of Trustees, a condition of immediate danger to the OWNER, the ROOFING CONTRACTOR or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the ROOFING CONTRACTOR to the OWNER. If this provision is invoked, the OWNER shall notify the ROOFING CONTRACTOR in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The ROOFING CONTRACTOR shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the OWNER is received. If deemed appropriate by the OWNER and in the event work is resumed, the OWNER may amend this AGREEMENT to reflect any changes to the Statement of Work and/or the project schedule.

30)FORCE MAJEURE

Notwithstanding any provisions of this AGREEMENT to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this AGREEMENT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this AGREEMENT shall otherwise remain in effect.

31)PUBLIC ACCESS

The ROOFING CONTRACTOR shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the ROOFING CONTRACTOR assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law,

shall be upon the ROOFING CONTRACTOR and ROOFING CONTRACTOR shall bear all costs and fees related to the same.

32)NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this AGREEMENT and shall be fully binding until such time as any proceeding brought on account of this AGREEMENT is barred by any applicable statute of limitations.

33)OWNERS TAX EXEMPTION

The ROOFING CONTRACTOR shall not utilize the OWNER's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the OWNER. The ROOFING CONTRACTOR shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this AGREEMENT.

34)NON-DISCRIMINATION

The ROOFING CONTRACTOR hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age, gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The ROOFING CONTRACTOR shall take all measures necessary to effectuate these assurances.

35)TERMS/PROVISIONS

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or

provision of this AGREEMENT, and the AGREEMENT shall remain operable, enforceable and in full force and effect to the extent permitted by law.

36) STATEMENT OF SERVICES

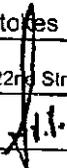
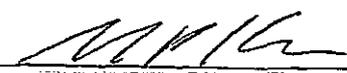
The ROOFING CONTRACTOR shall, to the satisfaction of the OWNER, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the ROOFING CONTRACTOR under this AGREEMENT, the ROOFING CONTRACTOR shall substantiate, in whatever form reasonably requested by the OWNER, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this AGREEMENT. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the ROOFING CONTRACTOR's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work. The ROOFING CONTRACTOR shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The OWNER may provide additional guidance and instructions to the ROOFING CONTRACTOR's employees or hired workers where necessary or appropriate as determined by the OWNER. The ROOFING CONTRACTOR agrees to abide by any and all additional guidance and instructions.

37) COMPLIANCE/LICENSES

The ROOFING CONTRACTOR, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the AGREEMENT. The ROOFING CONTRACTOR is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The ROOFING CONTRACTOR is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and ROOFING CONTRACTOR employees and shall indemnify and hold the OWNER harmless from any failure by ROOFING CONTRACTOR to comply with such laws.

IN WITNESS WHEREOF the parties hereto have executed this Agreement each of which shall without proof or accounting for the other counterpart, be deemed an original Contract.

FOR ROOFING CONTRACTOR USE ONLY

Vendor Name (type)	<u>Advanced Roofing, Inc.</u>	Tax ID No.	<u>59-2360591</u>
Authorized Representative	<u>Daniel Stokes</u>	Title	<u>Vice President</u>
Address	<u>1950 NW 22nd Street, Fort Lauderdale, FL 33311</u>	Telephone	<u>(954)522-6868</u>
Signature of Vendor		Date	<u>10/10/2014</u>
Attested By Name (type)	<u>Robert P. Kornahrens</u>	Title	<u>President</u>
Signature of Attester		Date Signed	<u>10/10/2014</u>

FOR OWNER USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ Title _____

Signature _____ Date _____

IF REQUIRED

College President Name J. David Armstrong Jr. _____

Signature _____ Date _____

Approved as to Form and Legality

College Attorney Name Gregory A. Haile _____

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

Original Agreement
Goes to the Board of Trustees

Copy of Agreement
Goes to Originator

ROOFING AGREEMENT PRICING

Unit pricing is inclusive of all the required, material, labor, administration, meetings and/or acquiring materials and profit and overhead. Assumptions and limitations are as follows:

- 1) Insulation R value would be based upon an R=20 for Flat Stock type polysocyanurate board and if tapered insulation was required an average R=20 is included. Price does not include both.
- 2) No temporary roofing is included if required.
- 3) Asbestos Surveys, moisture surveys, slope surveys and/or consultant costs are not included.
- 4) Lightweight concrete removal, patching or repair/replacement is not included.
- 5) Metal Deck removal or replacement is not included.

Items also not included are plywood, nail board fascia, carpentry work, mechanica, air conditioning, lightning protection removal/replacement, electrical, gutters, satellites, condensate line replacement, plumbing, roof drain work, testing, structural work, structural repairs, skylight replacement or concealed conditions.

GROUP #1:

ROOF MANUFACTURER'S NAME: Fibertite PVC - KEE _____

ROOF BRAND NAME: 50 Mil Extreme _____

INSULATION MANUFACTURER'S NAME: Fibertite - Iso _____

INSULATION NAME: Polyisocyanurate _____

ITEM #	Description	Unit of Measure	Unit Price
Item A.	Maximum markup percentage allowable to be added (if applicable) to invoice cost for items and/or materials and/or services not listed below in Group #1:	%	10%
Item B.	TPO Single Ply 50 Mil (FiberTite – XT or as equal)	SQ. FT.	\$9.95 s/f
Item C.	TPO Single Ply 60 Mil (FiberTite – XT or as equal)	SQ. FT.	\$11.23 s/f
Item D.	Single Ply / PVC-KEE	SQ. FT.	\$9.95 s/f

GROUP #2:

ROOF MANUFACTURER'S NAME: La Polla_____

ROOF BRAND NAME: Thermoflex 2.8 PSF Foam_____

INSULATION MANUFACTURER'S NAME: Same_____

INSULATION NAME: Same_____

ITEM #	Description	Unit of Measure	Unit Price
Item A.	Maximum markup percentage allowable to be added (if applicable) to invoice cost for items and/or materials and/or services not listed below in Group #2 :	%	10 %
Item B.	Sprayed Polyurethane Foam System (SPUF)	SQ. FT.	\$8.33 s/f

GROUP #3:

ROOF MANUFACTURER'S NAME: Englert Metals _____

ROOF BRAND NAME: 2500 Series 18" galv. Kynar coated metal _____

INSULATION MANUFACTURER'S NAME: N/A _____

INSULATION NAME: N/A _____

ITEM #	Description	Unit of Measure	Unit Price
Item A.	Maximum markup percentage allowable to be added (if applicable) to invoice cost for items and/or materials and/or services not listed below in Group #3:	%	10 %
Item B.	Metal Roof	SQ. FT.	\$ 10.05 s/f
Item C.	Standing Metal Seam Roof	SQ. FT.	\$14.70 s/f

GROUP #4:

ROOF MANUFACTURER'S NAME: Gaco Western _____

ROOF BRAND NAME: Silicone S2000 Coating _____

INSULATION MANUFACTURER'S NAME: N/A _____

INSULATION NAME: N/A _____

ITEM #	Description	Unit of Measure	Unit Price
Item A.	Maximum markup percentage allowable to be added (if applicable) to invoice cost for items and/or materials and/or services not listed below in Group #4:	%	10 %
Item B.	White Reflective Energy Star Roofing	SQ. FT.	\$3.05 s/f

GROUP #5:

ROOF MANUFACTURER'S NAME: Durapax _____

ROOF BRAND NAME: Coal Tar Patch _____

INSULATION MANUFACTURER'S NAME: Durapax _____

INSULATION NAME: Durapax Polyisocyanurate _____

ITEM #	Description	Unit of Measure	Unit Price
Item A.	Maximum markup percentage allowable to be added (if applicable) to invoice cost for items and/or materials and/or services not listed below in Group #5:	%	10 %
Item B.	Coal Tar / BUR Gravel	SQ. FT.	\$14.70 s/f
Item C.	Coal Tar / Asphalt Gravel	SQ. FT.	\$14.70 s/f
Item D.	Coal Tar / Metal	SQ. FT.	\$24.50 s/f
Item E.	Coated Coal Tar / Metal	SQ. FT.	\$19.60 s/f
Item F.	BUR – Gravel & Metal	SQ. FT.	\$26.46 s/f
Item G.	BUR Gravel - Modified	SQ. FT.	\$14.70 s/f
Item H.	Asphalt / BUR Gravel	SQ. FT.	\$12.25 s/f
Item I.	Asphalt Gravel BUR	SQ. FT.	\$12.25 s/f
Item J.	BUR Gravel Roof Restoration	SQ. FT.	\$7.84 s/f

GROUP #6:

ROOF MANUFACTURER'S NAME: Perfomance _____

ROOF BRAND NAME: Derbigum _____

INSULATION MANUFACTURER'S NAME: Hunter _____

INSULATION NAME: Polyisocyanurate _____

ITEM #	Description	Unit of Measure	Unit Price
Item A.	Maximum markup percentage allowable to be added (if applicable) to invoice cost for items and/or materials and/or services not listed below in Group #6:	%	10 %
Item B.	Modified Bitumen	SQ. FT.	\$16.66 s/f
Item C.	Modified Bitumen / Granules	SQ. FT.	\$16.66 s/f
Item D.	Modified Bitumen / BUR Gravel	SQ. FT.	\$17.64 s/f
Item E.	Modified Bitumen / Solar	SQ. FT.	\$24.50 s/f
Item F.	Modified Bitumen / TPO	SQ. FT.	\$21.56 s/f
Item G.	Modified Bitumen / SPUF Foam	SQ. FT.	\$18.62 s/f
Item H.	Coated Modified Bitumen	SQ.FT.	\$19.60 s/f
Item I.	Torched Modified Bitumen	SQ. FT.	\$16.66 s/f

GROUP #a:

Response during hours outside of "Regular Time" (i.e. Overtime: After 5:00 pm Monday through Friday and all day Saturdays and Sundays, and Holidays):

ITEM #	Description	Unit of Measure	Unit Price
Item A.	hourly labor rate for each Mechanic, Journeyman	hourly	\$83.30
Item B.	hourly labor rate for each Laborer	hourly	\$63.70
Item C.	hourly labor rate for each Crew Leader / Foreman	hourly	\$93.10
Item D.	hourly labor rate for each Superintendent / Construction Manager	hourly	\$102.90

GROUP #b:

Response for "maintenance work":

ITEM #	Description	Unit of Measure	Unit Price
Item A.	hourly labor rate for each Mechanic, Journeyman	hourly	\$63.70
Item B.	hourly labor rate for each Laborer	hourly	\$44.10
Item C.	hourly labor rate for each Crew Leader / Foreman	hourly	\$73.50
Item D.	hourly labor rate for each Superintendent / Construction Manager	hourly	\$78.40

GROUP #c:

Response for a declared weather emergency (such as hurricane):

ITEM #	Description	Unit of Measure	Unit Price
Item A.	hourly labor rate for each Mechanic, Journeyman	hourly	\$88.20
Item B.	hourly labor rate for each Laborer	hourly	\$68.60
Item C.	hourly labor rate for each Crew Leader / Foreman	hourly	\$102.90
Item D.	hourly labor rate for each Superintendent / Construction Manager	hourly	\$112.70
Item E.	Maximum mark-up for overhead & profit on the cost (including taxes) of materials, equipment or rentals	%	10 %

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